



**S2  
PROFESSIONAL  
LLC**

**RMLO & LOAN SERVICING**

**Servicing Agreement – Subject To Transactions**

Servicer: S2 Professional LLC

Client Name: \_\_\_\_\_

Client hereby engages S2 Professional LLC, herein “Servicer,” to act as servicing agent on behalf of the client as those duties pertain to the following Receivable:

**UNDERLYING LOAN DETAILS:**

Lender Name: \_\_\_\_\_

Named Borrower(s) On Loan: \_\_\_\_\_

Property Address: \_\_\_\_\_

**SERVICER’S SCOPE OF SUPPORT:**

Servicer’s duties include, but are not limited to:

- Drafting/Collecting Payment From Client
- Disbursing payments to underlying mortgage
- Providing payment confirmation to all parties

**CLOSING DOCUMENTS TO BE PROVIDED TO SERVICER:**

Client agrees to provide to Servicer any and all documents required to execute the above duties to include the following:

- Contract/Purchase Agreement (to include all amendments)
- HUD-1 Settlement Statement, Deed Transfer & Closing Documents
- Copy of Current Underlying Mortgage Statement



# S2 PROFESSIONAL LLC

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### **SERVICER FEE SCHEDULE**

Any and all fees due to the Servicer must be collected by the Servicer in advance service execution. Fees for Servicer's support services are the responsibility of the Client and are as follows:

- Loan Onboarding Setup fee: \$100.00 (one-time fee)
- Monthly servicing fee (collecting funds from client & disbursing to underlying mortgage):  
\$25/Month
- ACH electronic payment processing for drafting of payment = \$15/payment
- Any additional disbursements will be charged @ \$10/per disbursement

#### *Other Fees (if requested)*

- Maintaining separate escrow account for property taxes and insurance: \$25/month
- Verification of Payment History: \$50 | Returned Payment Fee: \$35
- All other support services requested outside the scope of this agreement: \$75/Hr
- Servicing Transfer/Off-Boarding Fee: \$75

Note: All third party services and expenses to be billed and paid by the client. This includes any postage fees, attorney fees, courier fees, recording fees, etc.

### TERMS & CONDITIONS

1. All fees due from the Client shall be added to the monthly deposit drafted from the client's account, or monthly payment paid by the Client. Should the monthly collections be insufficient to cover the Client's fees due to Servicer, Servicer will invoice the client for any outstanding balance payable within 5 days from date of receipt by the client.
2. Fees are guaranteed for a period of 12 months from the date stated above, after which time, upon 30 days written notice to the client, Servicer may adjust fees not more than annually.



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3. Should client's payment be returned for non-sufficient funds and should the client fail to replace said NSF payment, any funds advanced to or on client's behalf will be due back to Servicer from client upon receipt of Servicer's invoice within 5 days of receipt.
4. If requested and directed by the client, Servicer shall maintain a separate escrow account for the payment of property taxes and insurance. Without liability, the client authorizes Servicer to establish a monthly escrow/impound amount to be paid by the client, to include a cushion equal to no more than 1/4<sup>th</sup> of the total projected annual escrow obligations. To the extent that the escrow account has a sufficient balance to do so, Servicer will remit sums to maintain insurance and taxes when due, in time for any discount and before any penalty date. Servicer shall not advance escrow funds on behalf of any party to make any required impound disbursements. Servicer shall provide notice to all parties regarding any shortages that exist in the escrow account to meet the annual escrow obligations.
5. If requested and directed by the client, Servicer will remit, upon receipt from the client, any and all sums due to any senior and/or junior lienholders, assuming receipt of remittance instructions from the client. The client acknowledges that Servicer is not responsible for how submitted payments to senior and/or junior lienholders are applied. The client assumes sole responsibility for verifying receipt of disbursed funds with other lienholders. The client shall continue to bear responsibility for the payment of any and all amounts required to keep all lien(s) current and in good standing.
6. In the event the client instructs Servicer to engage a third-party vendor for any service, the client agrees to remit the funds to Servicer to engage said vendors. Servicer shall not advance funds for payment to third-party vendors on behalf of the client.



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7. This agreement is terminable upon 30 days' notice by either party and payment of any fees then due to Servicer. Servicer maintains the unrestricted ability to terminate this agreement for any reason by providing a 30-day written notice to the client. The client may request cancellation of this Agreement either via email notice, or via written request. Servicer shall supply all file documents upon receipt of any outstanding fees and charges.
8. Servicer will notify the client and the client will notify Servicer, of any changes or other matters affecting the parties' ability to honor this Agreement. The client agrees to provide Servicer with any documentation to establish modifications to property ownership; the client's entity ownership, assignment of beneficial interest related to the promissory note being serviced, or any other changes that can impact this servicing agreement.
9. Servicer shall not be required to make distributions to the underlying lienholders until the client's monthly payment has been submitted, and after three (3) business days has cleared the Servicer's bank account. In the event that a submitted payment by the client is returned, the client shall immediately submit payment to reimburse Servicer and make Servicer whole for all disbursed funds that have been paid, and all associated fees incurred related to the recovery of the returned payment. Servicer shall have a lien on all monies, papers and properties held by it in connection with this account or any other account it is servicing for the client for its incurred fees, costs or expenses. If Servicer is required to hire a collection agency or an attorney to recover its funds, the client agrees to pay the collection agency fees and attorney's fees not to exceed 25% of the amount owed or the amount fixed by applicable law, whichever is greater.
10. In the event of the death of the client, all payments collected by the Servicer in accordance with this agreement shall be held in a trust account until requisite documentation, as determined to be sufficient by the Servicer, is provided.



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11. The client agrees that should they default in any of the covenants or agreements herein contained, the defaulting party or parties shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from the enforcing of this agreement, or in pursuing any remedy provided by law, whether such remedy is pursued by filing suit or otherwise. The client agrees that the defaulting party shall pay the court costs and attorney's fees incurred by the Servicer in bringing such action. The client further agrees to reimburse Servicer for any and all attorney's fees the Servicer incurs in servicing this account so long as the Servicer is acting in good faith and in accordance with this agreement.

#### Duties Excluded From This Servicing Agreement

The client affirms and warrants that the Servicer is not responsible for completing the following tasks that are excluded from the scope of this servicing agreement:

- Interpreting, determining, or validating the legality of contractual agreements or closing documents executed by the client.

This Agreement has been made and will be interpreted and enforced in Bexar County Texas. This Agreement constitutes the entire understanding of Servicer and the parties to this Agreement. This Agreement can potentially be modified or amended via written request. The client may request information from Servicer and notify Servicer of specific errors via written request delivered through certified mail to Servicer's address located at 4063 East Houston St San Antonio TX 78220.



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All notices will be sent via certified mail the following address (or as amended):

If To Client:

Client POC Name: \_\_\_\_\_

Client Address: \_\_\_\_\_

If To Servicer:

Servicer POC Name: Aaron Sams

Servicer Address: 4063 East Houston St San Antonio TX 78220

**ACKNOWLEDGEMENT/AGREEMENT:**

By signing below, the client acknowledges that they have read and understood the terms of this agreement, and they agree to be bound to these stated terms by entering into a valid contract for servicing with S2 Professional LLC.

Client's Signature: \_\_\_\_\_

Client's Printed Name: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Servicer Signature: \_\_\_\_\_

Servicer Printed Name: \_\_\_\_\_

Date of Execution: \_\_\_\_\_