

Prepared By:

DATE:

BORROWER:

CASE #:

LOAN #:

PROPERTY ADDRESS:

DOCUMENT CORRECTION AND FEES DUE AGREEMENT

AGREEMENT TO CORRECT MISSTATED OR PROVIDE ADDITIONAL DOCUMENTATION OR FEES: In consideration of Lender disbursing funds for the closing of the Loan secured by the Property being encumbered, and regardless of the reason for any loss of, misplacement of, inaccuracy in, or failure to sign any Loan documentation, Borrower(s) agrees as follows: If any document is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan, or otherwise missing upon request of the Lender, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary to replace or correct the lost, misplaced, misstated, inaccurate or otherwise missing document(s). If the original promissory note is replaced, the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of Borrower(s) shall be referred to as "Documents." Borrower(s) agrees to deliver the Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement. Borrower(s) also agrees that at any time, upon request by Lender, including at the time of loan pay-off, Borrower(s) will supply additional amounts and/or pay to Lender any additional sum previously disclosed to Borrower(s) as a cost or fee associated with the Loan, which for whatever reason was not collected at closing ("Fees"). Such amount due from Borrower(s) may also be off-set by Lender from any funds held by Lender, for Borrower's benefit, after loan pay-off. Borrower(s) further agrees that if funds are collected by Lender at closing to pay any outstanding Escrow Items for (a) taxes and assessments; (b) hazard or property insurance premiums; (c) leasehold payments or ground rents on the property; (d) flood insurance premiums; or (e) mortgage insurance premiums, and if those Escrow Items have been or are paid by Lender from Borrower's old escrow account, then Lender may retain those funds to reimburse Lender for any shortage in Borrower's old escrow account that results from such payment.

REQUEST BY LENDER: Any request under this Agreement may be made by the Lender, (including assignees and persons acting on behalf of the Lender) or Settlement Agent, and shall be prima facie evidence of the necessity for same. A written statement addressed to Borrower(s) at the address indicated in the Loan documentation shall be considered conclusive evidence of the necessity for the Documents.

FAILURE TO DELIVER DOCUMENTS CAN CONSTITUTE DEFAULT: If the Loan is to be guaranteed by the Department of Veterans Affairs ("VA") or insured by the Federal Housing Administration ("FHA"), Borrower(s) failure or refusal to comply with the terms of the correction request may constitute a default under the note and/or deed of trust, and may give Lender the option of declaring all sums secured by the loan documents immediately due and payable. If applicable, Borrower(s) further acknowledges that Lender estimated the amount of the one-time FHA Mortgage Insurance Premium (MIP) or VA Funding Fee at the time the loan was made. Borrower(s) hereby agrees and consents that Lender has the right to apply to the debt any amount held by the Lender in excess of the actual MIP or VA Funding Fee, as an offset against the debt.

BORROWER LIABILITY:

If Borrower(s) falls or refuses to execute, acknowledge, initial and deliver the Documents or pay the Fees to Lender more than ten (10) days after being requested to do so by Lender, and understanding that Lender is relying on these representations, Borrower(s) agree(s) to be liable for any and all loss or damage which Lender reasonably sustains thereby, including but not limited to all reasonable attorney's fees and costs incurred by Lender.

RETURNED PAYMENTS: For the life of the loan, Borrower agrees to pay a fee up to \$25.00 (\$40.00 in FL) for each returned payment, except as otherwise limited by law.

This agreement shall survive the closing of the Loan, and Inure to the benefit of Lender's successors and assigns and be binding upon the heirs, devisees, personal representatives, successors and assigns of Borrower(s).

(Borrower)

(Borrower)