



INSTRUCTIONS TO CLOSING AGENT

Thank you for choosing Moat Note Servicing, LLC to service your note(s)!

To make your onboarding of your note(s) as efficient and effortlessly as possible, we must have all the documents prior to processing your note. We have provided the checklist below to confirm you are aware of all the documents that we need to effectively process your note in a timely manner. ***Additionally, we have listed some items that you and your Closing Agent should be aware of prior to closing.***

The completed Intake Packet must be emailed and/or mailed to Moat Note Servicing **10-15 days prior to the First Payment Date to begin collecting by the assigned due date. If an Incomplete Packet is received after the required time frame, a \$50 RUSH FEE may be incurred.**

PLEASE REVIEW PRIOR TO CLOSING:

1. ***Set-Up Fee made payable to Moat Note Servicing, LLC.***
2. ***Borrower will need to sign all required forms.***
3. ***Seller/Lender will need to complete, initial, and sign the Intake Packet.***
4. ***Closing agent will need to collect Escrow Reserves for TAXES AND INSURANCE. Please see the attached escrow chart for how many months of taxes need to be collected. To verify, the correct amount of reserves is collected for taxes and insurance, please contact us directly to 210-504-8878. ***Buyer is responsible for 1 year of insurance***.***
5. ***Buyer and/or Lender will need to add Moat Note Servicing, LLC to the Insurance Policy as a Servicing Company or Non-Financial Third Party. This will allow Moat Note Servicing, LLC to receive any correspondence regarding Renewals, Changes and/or Cancellations.***

Moat Note Servicing, LLC
Maria Springer
Loan Servicing Coordinator
P.O. Box 17472
San Antonio, TX 78217
Maria@MoatNoteServicing.com
210-417-4289

Moat Note Servicing, LLC
Direct: (210) 504-8878

Please do not hesitate to contact us with any questions or concerns.

CHECKLIST: COMPLETION OF INTAKE PACKET

Once the Intake Packet has been completed in its entirety, please email your complete packet to the email below. Please feel free to contact us via email or by phone if you have any additional questions or concerns.

The following Documents **must** be included with the Intake Packet:

- Intake Packet (Pg. 1 – 12)***
- Deed of Trust***
- Promissory Note***
- Escrow Agreement (If not included in the Promissory Note)***
- Closing Disclosure or HUD Statement***
- Copy of All Insurance Statements/Bills (If Applicable)***
- Copy of All Tax Statement, Tax Certificate or County Statement (If Applicable)***
- Copy of HOA Statement and/or Invoice (If Applicable)***
- Underlying Lien Mortgage Statement (If Applicable)***

All documents listed above, will need to be provided at the time the intake form is submitted.

Notes will not be processed until all documents have been received.

Maria Springer
Loan Servicing Coordinator
210-417-4289
Maria@MoatNoteServicing.com

INTAKE FORM

Lender Name: _____ E-Mail: _____

Lender Address: _____ Phone: _____

City/State/Zip: _____ TIN/EIN/SSN: _____

Checks Made Payable: _____

Property Address to be Serviced: _____

The information provided above will be used for disbursing payments and End of the Year Tax Reporting Documents.

Buyer 1: _____

Mobile Number: _____

Work Number: _____

Email: _____

Buyer SSN: _____ - _____ - _____

*****Only Social Security Number is Required.
Please do not provide any other
government issued ID Number.***

Mailing Address (If different than Property to be Serviced): _____

Buyer 2: _____

Mobile Number: _____

Work Number: _____

Email: _____

Buyer SSN: _____ - _____ - _____

*****Only Social Security Number is Required.
Please do not provide any other
government issued ID Number.***

Mailing Address (If different than Property to be Serviced): _____

MONTHLY PAYMENT TERMS

Financed Amount or Principal Balance: \$ _____

Closing Date: _____ Maturity Date: _____ Balloon Date (IF APPLICABLE): _____

First Payment Due Date or Next Payment Due Date: _____

Interest rate: _____ P&I: \$ _____ Monthly Taxes: \$ _____ Monthly Insurance: \$ _____

HOA Dues: \$ _____

Monthly Service Fee Amount (***Paid by Borrower***): \$ _____

Monthly Service Fee Amount (***Paid by Lender***): \$ _____

Total Monthly Payment to be Collected: \$ _____

Grace Period for Late Payment: _____ Days Late Fee Amount or Percentage: _____

Is there an Underlying Lien: Yes or No

If you answered "YES" to an Underlying Lien, please read, and answer the questions listed on pg. 5.

Please Note: The information provided above will be used to calculate and collect the monthly payment. All information provided, but me accurate and listed in the Promissory Note and/or Loan Contract. Please contact us directly if you need any assistance or questions regarding the information requested.

UNDERLYING LIEN PAYMENT INFORMATION & WAIVER

Underlying Payment Information:

Payee Name: _____

Payment Mailing Address: _____

Loan Number: _____

Monthly Amount Due: \$ _____

The questions listed below are in reference to Monthly Escrows Collected. Please read and check all that apply to your account.

1. **Are Property Taxes escrowed with your Underlying Lien:** YES NO
 - **IF NO:** Will Moat Note Servicing be collecting, tracking, and issuing annual payments to the Tax Entities: YES NO
 - **IF YES:** Please confirm that Monthly Tax Payment that will be included in the monthly disbursement to the Underlying Lien.
 - i. Monthly Escrow Amount: \$ _____
2. **Is Insurance escrowed with your Underlying Lien:** YES NO
 - a. **IF NO:** Will Moat Note Servicing be collecting, tracking, and issuing annual payments to the Insurance Entities? YES NO
 - b. **IF YES:** Please confirm that Monthly Insurance Payment that will be included in the monthly disbursement to the Underlying Lien.
 - i. Monthly Escrow Amount: \$ _____

The information I provided herein and accompanying documentation are true and correct to the best of my knowledge. I will not hold Moat Note Servicing, LLC responsible for information that I have given them that is incorrect or incomplete. I understand that Moat Note Servicing, LLC will set up my loan payments, disbursements, escrows, etc. based upon information I have provided. I understand that I have to notify Moat Note Servicing, LLC in a timely manner when I receive documentation or obtain knowledge that pertains to my loan(s) so that they can update my loans accordingly. I understand Moat Note Servicing, LLC will be unable to verify the payment was properly processed by The Lienholder, or that The Lienholder has adjusted or changed the amount due, whether due to a change in forced placed escrow, escrow calculations, unpaid escrow, interest-rate adjustments, or any other cause to change the amount the Lienholder is attempting to collect.

Lender's Signature

Lender's Printed Name

Date

PRICING & FEE AGREEMENT

1. Set Up Fee:

Client understands and agrees to pay the following One-Time Set-Up Fee **per account**.
Please choose the fee applicable to your account.

- File **without** an Underlying Lien: **\$150.00**
- File **with** an Underlying Lien: **\$175.00**

The set-up fee needs to be paid at the time of submission of the Intake Packet with the Escrow Reserves & Prorations. If the Set Up Fee is not received prior to the first Lender Disbursement, the fee will be deducted from the first disbursement.

_____INITIALS

2. Monthly Service Fee:

Client understands and agrees to pay the following Monthly Fees **per note file**.
Please choose the fee applicable to your account.

- **Non-Escrowed File: \$35.00**
- **Escrowed File without an Underlying Lien: \$40.00**
- **File with an Underlying Lien: \$45.00**

_____INITIALS

3. Late Fees:

Client understands Moat Note Servicing, LLC will keep 50% of late fees collected to cover the costs of pursuing the late payment such as labor and correspondence.

_____INITIALS

4. Rush Fee:

Client understands the completed Intake Packet must be emailed and/or mailed to Moat Note Servicing, **10-15 days prior to the First Payment Date to begin collecting by the assigned due date. If an Incomplete Packet is received after the required time frame, a \$50 RUSH FEE may be incurred.**

_____INITIALS

5. Research/Correction Fee:

Client understands **\$150 Fee** may be incurred for Account Corrections due to incorrect information provided by Lender, Title Company and/or Attorney.

_____INITIALS

6. Incomplete Intake Packet Fee:

Client understands an Incomplete Intake Packet Fee may be incurred in the amount of **\$20 per hour** (as applicable) if we receive an incomplete Packet. It is the Lender's responsibility to give Moat Note Servicing, LLC all required documents to efficiently and successfully onboard a new note. When incomplete packets are received, more time and resources are utilized to complete the processing of your account.

_____INITIALS

ESCROW AGREEMENT & NOTIFICATIONS

1. Please reference the escrow chart on **page 8** to determine how many months of Escrow Reserves that need to be collected for **PROPERTY TAXES**.

_____INITIALS

2. Client understands Property Taxes Statements for all entities for the property to be serviced must be included with this intake packet. Moat Note Servicing, LLC will not be held responsible for any Property Tax Statements that are not paid on behalf of borrower if the Tax Entity and/or Statement was not provided at the time of the Intake Packet.

_____INITIALS

3. Client understands **2 Months of Escrow Reserves are required for an Insurance Policy that begins at the Month of Closing or at the Month the First Payment Date is Due**. Additional Reserves are required for any policy that was active prior to the Closing Month. Client and/or Closing agent will need to contact Moat Note Servicing to verify the amount of Reserves required. ******BUYER IS RESPONSIBLE FOR THE 1ST YEAR OF INSURANCE******

_____INITIALS

4. Client understands that if there is a shortage due to non-payment of Borrower when taxes and/or insurance are due, that the client will be responsible for the shortage. If/when the Borrower becomes current, reimbursement will be made to the client. It will be the client's responsibility to forward any invoices for taxes and/or Insurance to **Moat Note Servicing, LLC**.

_____INITIALS

ESCROW RESERVES: PROPERTY TAX CHART

First Payment Month	Number of Months of Reserves Due
	January
January	2
February	3
March	4
April	5
May	6
June	7
July	8
August	9
September	10
October	11
November	12
December	13

In Texas, the Property Taxes are due in **January**. The preceding month and the month taxes are due, can be complicated to close in. Some Lenders may require 12 months if you close in these months to ensure taxes are paid. In the following month, if taxes are paid, 2 months reserves will suffice. ***Please note: The chart above is going by the 1st payment date and not the closing date.***

For Example:

First Payment Month: MAY

Number of Months of Reserves: 6

Therefore, if we are collecting a \$100 per month for Taxes, the Total Amount of Reserves due is \$600.00.

Please do not hesitate to contact us with any additional questions or concerns.

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LENDER ACH INFORMATION

If you would like payments received via ACH Deposits, please provide the following information:

- ***Type of account: Checking/Savings***
- ***Name on account:***
- ***Mailing address on account:***
- ***Name of Bank:***
- ***Bank Mailing Address:***
- ***Bank Routing Number for ACH transactions:***
- ***Account Number:***

Please attach a copy of a voided check or pre-printed deposit slip.

If You have any questions or concerns, please do not hesitate to contact us.

***Moat Note Servicing, LLC
Direct: (210) 504-8878
Main: (188) 508-3118***

BORROWER FORM

I, _____ (Borrower Name) understand that my Mortgage Payment will be collected by a Note Servicing Company. I agree to send all payments to the following address, made payable **to Moat Note Servicing, LLC** or make the payment on-line.

All payments should be made payable and mailed to:

Moat Note Servicing, LLC
P.O. Box 17472
San Antonio, Tx 78217

I understand and agree.

Signature _____

Printed Name _____

Date _____

Signature _____

Printed Name _____

Date

BORROWER CONSENT

E-SIGN ACT DISCLOSURE CONSENT TO RECEIVE ELECTRONIC DISCLOSURES AND NOTICES

This disclosure documents your consent to conduct transactions electronically and to electronically receive written communications, written disclosures, and written notices relative to the servicing of your mortgage. The disclosure also describes your rights relative to conducting transactions electronically and to electronically receiving written communications, written disclosures, and written notices, as well as the consequences of withdrawing your consent. We recommend you print and keep a copy of this disclosure and as well as all disclosures and agreements related to the servicing of your mortgage.

After you consent, you will be able to communicate electronically regarding your mortgage. If you do not consent, you will not be able to communicate electronically regarding your mortgage but will still be entitled to communicate in person, by telephone, or by U.S. Mail.

You understand, prior to your consent, that:

1. Your consent only applies to written communications, written notices and written disclosures related to or required for all transactions related to the servicing of your mortgage.
2. Unless you consent, you have the right to receive all required written notices, written communications, and written disclosures in paper form (i.e.: non-electronic)
3. After you consent, if you would like to receive a paper copy of a written communication, written disclosure or written notice, we will provide a copy free of charge after you call us or write to us at the address listed below, requesting a copy.
4. You can withdraw your consent at any time by contacting us at the number or the address listed below.
5. Your consent to conduct transactions and receive written communications, written disclosures and written notices electronically means that you agree to provide to us the information (including your current e-mail address) needed to communicate with you electronically and to update us as to any changes in this kind of information by contacting us at the number or address listed below.

We reserve the right to provide any written communications, written disclosures, or written notices in physical form, rather than electronically. Except as otherwise provided by law or in other agreements, you cannot give us notices electronically, and all notices from you must be in physical form.

Contact Information

Moat Note Servicing, LLC
P.O. Box 17472
San Antonio, TX 78217
Direct: (210) 504-8878
Main: (888) 508-3118

Your Consent

By signing below, I/we confirm that I have read and agree to the terms of the E-sign Act Disclosure above", you consent to receive disclosures and notices electronically and to the terms and conditions described above.

Borrower (date)

Co-Borrower (date)

Email

LENDER CONSENT

E-SIGN ACT DISCLOSURE CONSENT TO RECEIVE ELECTRONIC DISCLOSURES AND NOTICES

This disclosure documents your consent to conduct transactions electronically and to electronically receive written communications, written disclosures, and written notices relative to the servicing of your mortgage. The disclosure also describes your rights relative to conducting transactions electronically and to electronically receiving written communications, written disclosures, and written notices, as well as the consequences of withdrawing your consent. We recommend you print and keep a copy of this disclosure and as well as all disclosures and agreements related to the servicing of your mortgage.

After you consent, you will be able to communicate electronically regarding your mortgage. If you do not consent, you will not be able to communicate electronically regarding your mortgage but will still be entitled to communicate in person, by telephone, or by U.S. Mail.

You understand, prior to your consent, that:

1. Your consent only applies to written communications, written notices and written disclosures related to or required for all transactions related to the servicing of your mortgage.
2. Unless you consent, you have the right to receive all required written notices, written communications, and written disclosures in paper form (i.e.: non-electronic)
3. After you consent, if you would like to receive a paper copy of a written communication, written disclosure or written notice, we will provide a copy free of charge after you call us or write to us at the address listed below, requesting a copy.
4. You can withdraw your consent at any time by contacting us at the number or the address listed below.
5. Your consent to conduct transactions and receive written communications, written disclosures and written notices electronically means that you agree to provide to us the information (including your current e-mail address) needed to communicate with you electronically and to update us as to any changes in this kind of information by contacting us at the number or address listed below.

We reserve the right to provide any written communications, written disclosures, or written notices in physical form, rather than electronically. Except as otherwise provided by law or in other agreements, you cannot give us notices electronically, and all notices from you must be in physical form.

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By signing below, I/we confirm that I have read and agree to the terms of the E-sign Act Disclosure above", you consent to receive disclosures and notices electronically and to the terms and conditions described above.

Lender (date)
