



## Loan Servicing Set up Checklist

Welcome to Provident Loan Servicing. We are excited to have you as our client. To get your account started and to provide you with amazing service, please complete this checklist and return it with the following requested information:

- Completed Borrower Setup Document
- Completed Borrower W-9 Form
- Completed Lender Setup Document
- Completed Lender W-9 Form
- Signed Loan Servicing Agreement
- Copy of Deed of Trust(s) or Mortgage
- Copy of Promissory Note(s)
- Copy of Closing Disclosure / Settlement Statement
- Copy of First Payment Letter
- Copy of Tax Certificates / Tax assessments bill
- Copy of New Homeowner's Insurance Declaration Page Certificates
- Escrow Funds (if applicable)
- Payment History, current principal and escrow balance and next payment due date (if transferred from another servicer or previously self-servicing)
- Copy of Allonge (if applicable)
- Copy of Assignment of Mortgage (if applicable)
- Setup fees
- Copy of Forbearance Agreement (if applicable)
- Loss Mitigation – Foreclosure Prevention documents (if applicable)



Copy of the Bankruptcy Papers (only needed if the loan is in BK), plus the following:

1. Copy of Bankruptcy Petition or Docket.
2. Balance and next due date at time of Bankruptcy filing.
3. Copy of Proof of Claim and breakdown.
4. Copy of Trustee's disbursement record for the pre-petition payments.
5. Balance and next post-petition payment due date if the debtor is paying directly to the creditor.
6. Copy of Trustee's disbursement record for the post-petition payments if the trustee is paying it.
7. On adjustable-rate loans, it is the Lender's responsibility to notify the court of the new post-petition payment amount when there is a change on the interest rate and payment amount.
8. A loan in Bankruptcy that is behind 2 post-petition payments past the grace period cannot be set up as a performing loan.
9. Transfer of Claim filed in court showing FCI Lender Services as the servicing agent.

Please send all documents to Provident Loan Servicing at [NewAccounts@Providentls.com](mailto:NewAccounts@Providentls.com). Your account will be started once all required documentation is received. Both parties will receive a confirmation Welcome Letter after setup. Please contact our Customer Service Department at (214) 937-0786 with any questions.

We look forward to servicing your account!





## Terms and Conditions

1. **Billing Statements, Coupons.** Servicer will provide billing statements or payment coupons for the convenience of Borrower. PLEASE NOTE: Failure to receive statement or coupons does NOT excuse the Borrower from making timely payments. If a discrepancy or difference exists between the billing statement/coupon and the Documents Deposited, the terms of the Documents Deposited prevail. Servicer will notify Borrower of each payment received, unless other arrangements have been made.

Accounts with more than one Lender shall select one Lender to remit payments to and receive all related mailings and notices.

2. **Late Notices.** A late notice fee will be charged only if a late notice is actually sent. If included in the Documents Deposited, Servicer may track and assess late charges, but beyond the notice, Servicer will not be responsible for advising Lender or Borrower of any delinquency, default, or late charges. Should Lender require notification of any delinquent payments pursuant to any applicable local, state and federal laws, codes, statutes, regulations and the like, Servicer will send its Notification of Late Payment.
4. **Collection of Payments.** Servicer will act as agent for Lender and for the limited purpose of accepting, recording, and distributing payments detailed in this Agreement. Servicer will accept all payments made by Borrower before or after the payment due date unless the Servicer has received appropriate evidence from Borrower stating that Notice according to the Documents Deposited has been given to the Lender starting forfeiture, foreclosure, or other legal action against Lender. Payments will not be processed on Saturdays, Sundays, and posted Servicer holidays. Servicer shall not be responsible for delays due to Acts of God or other causes outside the control of Servicer.

Unless otherwise instructed by the Documents Deposited or required by applicable law, payments will be applied in the following order, 1) interest, 2) principal, 3) escrow (if applicable), 4) servicing fees, and 5) late charges. Payments will be applied suspense/reserve if amount received is less than the scheduled payment amount.

5. **Interest Calculation.** Interest will be calculated from due date to due date using actual number of days, 365-day year unless there are prevailing regional standards or Servicer is otherwise instructed. Any computation, application of principal and interest, or other payment shall be deemed correct, unless the party affected notifies Servicer that such computation or application is not correct within 60 days after notice of the computation or application is sent. Should no payment installment or portion thereof be received by Servicer for a period in excess



of one hundred fifty (150) days after applicable due date, Servicer may assume the parties have abandoned the servicing account and upon thirty (30) days' written notice to the last known address of each party, and non-objection thereto by any party, Servicer may return may terminate Servicer's responsibilities.

- 6. Fees.** If Lender is responsible for servicing fee; it will be deducted from Lender's distributions. If the borrower is responsible for Servicing fees, the fees must be added to the payment by borrower. Servicing fees are subject to change with thirty (30) days' written notice to parties. Delinquent, unpaid fee balances are subject to collections. At its discretion, Servicer may resign from servicing accounts with unpaid, and/or delinquent servicing fee balances.

Servicer offers supplemental services for a fee as outlined on the Ancillary Fee Schedule (available upon request) and all fees are subject to change without notice. The requesting party agrees to pay all fees for supplemental services.

- 7. Payment Distributions.** Servicer will distribute payments to the named individuals and entities as instructed in writing by Lender or Lender's agent.

Servicer reserves the right to delay distributions until payments deposited have cleared the issuer's bank according to Servicer's Payment Policy (available upon request). If Servicer does not have a valid current address for Lender, it may hold all distributions for that Lender in a non-interest-bearing trust account, without liability.

- 8. Insufficient Funds/Returned Items/Uncollected Funds/ Funds Owed to Servicer.** If a payment received by Servicer is returned or rejected for any reason, all parties are liable jointly and separately for immediately reimbursing Servicer for all funds paid out and all costs incurred, and fees assessed in the recovery of these funds including but not limited to Servicer's Returned Item Fee plus 1.50% of the disbursement made to Lender per month from the date of payment to Lender until recovered. The Parties authorize Servicer to reverse direct deposits and retain future payments to recover funds. 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 either Borrower or Lender for its incurred fees, costs or expenses. If Servicer is required to hire a collection agency or an attorney to recover its funds, Lender 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.

- 9. Overpayment (Right of Offset).** In the event of an overpayment for any reason, including payment sent due to Servicer error, the Parties agree to reimburse Servicer immediately. Servicer also has the right to recover against funds it is holding, or which come into its possession. Parties authorize Servicer to advance funds on their behalf to ensure an accurate distribution and parties also agree to cooperate and to pay Servicer any and all funds advanced



on their behalf.

**10. Account Close Out, Withdrawal and Cancellation of Account Servicing Agreement.** Lender may request cancellation of this Agreement by delivering a signed, written request to Servicer along with Servicer's File Close Fee and all outstanding servicing fees and charges. Servicer will not release documents unless File Close Fee and all outstanding fees and charges are paid in full. Servicer may terminate this Agreement, with or without cause, with 60 days' written notice to Lender's at last known addresses. Servicer will deliver documents based upon instructions from the party(ies) who signed the Agreement upon receipt of Servicer's File Close Fee and all unpaid fees and charges. Servicer will destroy all files in accordance with state record-keeping requirements.

**11. Ownership Changes/Modifications.** Servicer shall not recognize any change in beneficial interest, property ownership, or other modification to the Documents Deposited until sufficient documents, as determined by Servicer, have been received to establish such change and any related costs have been fully paid. In the absence of written notification, Servicer has no responsibility or liability for such changes.

Servicer shall hold any payments it collects after receiving notice of the death of a Lender or a pending assignment in a non-interest-bearing trust account, without liability. The funds will be paid out only when Servicer, in its sole discretion, has sufficient documentation to establish rightful ownership.

**12. Prior Liens/Wraps.** If a portion of a payment is to be distributed to any third party due to prior liens, Parties agree they are fully responsible for such liens. Servicer agrees to remit payments to the prior lienholders provided funds are available. Servicer assumes no responsibility for how payments are applied to underlying debt or obligation or for verification of receipt and application of said payments by prior lienholders or for failure of any such payments to fully discharge said obligations.

If a payment received by Servicer is not sufficient to pay any lien connected with the property when due, Lender is responsible for and agrees to pay amount necessary to keep lien(s) current.

All parties agree to immediately forward to Servicer all correspondence they receive from lienholders. Lender fully acknowledges any liens listed against Property. Lender agrees Servicer has the right to fully access underlying loan information and will give Servicer ability to access that information by providing written authorization to prior lienholder to release information.

**13. Tax and Insurance Impounds.** If the Parties have contracted Servicer to impound and pay insurance premiums, property taxes and/or any other assessments against the property, borrower to pay Servicer, in addition to the regular monthly installments due under the Note or Contract between the Parties, a sum equal to 1/12th of the insurance premiums, annual



property taxes and/or any other assessments plus a cushion equal to 1/6th of the total annual impound disbursements. The monthly impound requirement will be estimated by Servicer without liability. Servicer will hold said sums in a non-interest-bearing account designated to pay said obligations and furnish an annual statement of the account to the Lender and borrower. Servicer will not advance funds for any purpose if there is a shortage but will advise Lender and Borrower of shortages at the time they are discovered.

14. **Account Status.** Servicer is authorized to provide beneficiary/payoff statements for the documents to the Borrower or other persons authorized by law to receive such information, and to charge the fee permitted by law for providing those statements.

This Agreement has been made and will be interpreted and enforced in and under the laws determined by the location of the Servicer's office performing the duties of this Agreement, as if all parties were residents of that state and county. This Agreement, including any addendums or modifications made in compliance with other provisions of the Agreement, constitutes the entire understanding of Servicer and the parties to this Agreement. This Agreement may be modified or amended by Servicer upon Thirty (30) day written notice to Borrower and Lender, or in writing by the appropriate parties and accepted by Servicer. The Parties may request information from Servicer and notify Servicer of specific errors by submitting a qualified written request in the form of written correspondence, other than notice on a payment coupon or other payment medium supplied by servicer, which includes the requestor's name, account number and reason for request. Requests for information and notifications of error should be sent to Servicer's corporate office located at 1452 Hughes Road, Suite 200, Grapevine TX 76051. Email [lenders@providentls.com](mailto:lenders@providentls.com).

**By signing this form, I/We am/are originating/have originated a valid contract for servicing. I/We instruct Provident Loan Servicing to set up an account to professionally service my/our Note or Contract. I/We agree to be bound by the Provident Loan Servicing terms and conditions as outlined on above pages attached hereto.**

\_\_\_\_\_ |  
**Lender/Seller** | **Date**

\_\_\_\_\_ |  
**Lender/Seller** | **Date**



## Performing Loan Fee Schedule

(Below schedule is subject to change without notice)

Account Set Up Fees:	\$100.00
Rush fees Set Up Fees:	<b>\$50.00 (in addition to set up fees)</b>
	<b>(if requested within 10 days or less than the borrower's next payment due date)</b>
Monthly Servicing Fees	\$35.00 (per payment per month includes escrow for taxes and insurance and up to 2 lender disbursement).
	\$10.00 (per month for each additional lender disbursement)
Monthly Servicing Fees <b>(wrap loans/underlying liens)</b>	\$45.00 (per payment per month includes escrow and up to 2 underlying lien disbursements and up to 2 lender disbursements)
	\$10.00 (per month for each additional lender or underlying lien holder disbursement)
Additional Lien Servicing Fees (same property as 1 <sup>st</sup> lien)	\$15.00 per month
<b>Other Fees:</b>	
Borrower online or ACH payment	\$0.50 per payment
Servicing Transfer/De-Boarding Fee	\$100.00
Late fees assessed	50%-50% split between lender and Provident Loan Servicing
Modification update	\$100.00
Assignment and Allonge Prep	\$50.00
Pay history/VOM/Payoff	\$50.00. Updated request within 30 days \$10.00
Duplicate 1098/1099	\$10.00
Returned check/Draft rejection	\$35.00
Lien Release Drafting and recording	\$200.00
Homeowner Assistance package setup	\$50.00

\*Other fees or attorney fees may apply and will be discussed with the lender first.





\*\*\*Fees for services not included in this schedule and outside the scope of what Provident Loan Servicing does, will be charged at the minimum rate of \$250.00 per employee hour. These fees are collected in advance of services performed. All fees quoted herein are subject to change without notice \*\*\*

Set-up fee paid by \_\_\_\_\_ If paid by borrower, fee must be collected at closing.

Monthly fee paid by \_\_\_\_\_

If paid by borrower, borrower signature \_\_\_\_\_

**Note: Provident Loan Servicing will not be able to complete the setup unless all necessary documentation has been received.**

\_\_\_\_\_  
Lender Date

\_\_\_\_\_  
Lender Date



## Non-Performing Loan / Special Servicing Fee Schedule

(Below schedule is subject to change without notice)

Account Set Up Fees:	\$100.00
Monthly Servicing Fees	\$60.00 (per payment per month includes escrow for taxes and insurance and up to 2 lender disbursement). \$10.00 (per month for each additional lender disbursement)
Monthly Servicing Fees (wrap loans)	\$70.00 (per payment per month includes escrow and up to 2 underlying lien disbursements and up to 2 lender disbursements) \$10.00 (per month for each additional lender or underlying lien holder disbursement)

## Bankruptcy Services Fee Schedule

(Below schedule is subject to change without notice)

Performing Bankruptcy Setup	\$125.00
Bankruptcy Proof of Claim /Amended Proof of Claim	\$50.00 + Attorney Fees
Bankruptcy Notice of Payment Change	\$25.00 + Attorney Fees
Bankruptcy Post-Petition Fee Notice	\$25.00 + Attorney Fees
Bankruptcy Transfer of Claim	\$75.00

## Loss Mitigation Fee Schedule

(Below schedule is subject to change without notice)

Deferral Agreement	\$75.00
Maturity Extension	\$75.00
Maturity Agreement and Loan Reset	\$250.00 plus Notary charges
Trial Payment Plan	\$150.00
Forbearance Agreement	\$250.00
Loan Reset Fee	\$50.00



**Other Fees:**

Borrower online or ACH payment	\$0.50 per payment
Servicing Transfer/De-Boarding Fee	\$100.00
Late fees assessed	50%-50% split between lender and Provident Loan Servicing
Modification Update	\$50.00
Assignment and Allonge Prep	\$50.00
Pay history/VOM/Payoff	\$50.00. Updated request within 30 days \$10.00
Duplicate 1098/1099	\$10.00
Returned check/Draft rejection	\$35.00
Lien Release Drafting and recording	\$200.00
Homeowner Assistance package setup	\$50.00

\*Other fees or attorney fees may apply and will be discussed with the lender first.

\*\*\*Fees for services not included in this schedule and outside the scope of what Provident Loan Servicing does, will be charged at the minimum rate of \$250.00 per employee hour. These fees are collected in advance of services performed. All fees quoted herein are subject to change without notice \*\*\*

**Note: Provident Loan Servicing will not be able to complete the setup unless all necessary documentation has been received.**

\_\_\_\_\_  
Lender Date

\_\_\_\_\_  
Lender Date



## Lender Setup Document

**Please complete this form if you are a new client of Provident Loan Servicing or if your lender information or bank account information are different than our records.**

### LENDER/SELLER 1:

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

Contact Person \_\_\_\_\_

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

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

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

State \_\_\_\_ Zip \_\_\_\_\_ SSN or EIN \_\_\_\_\_

#### LENDER'S BANK INFORMATION FOR CASH FLOW/DIRECT DEPOSIT:

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

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

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

- If you do not choose 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.

### LENDER/SELLER 2:

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

Contact Person \_\_\_\_\_

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

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

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

State \_\_\_\_ Zip \_\_\_\_\_ SSN or EIN \_\_\_\_\_

#### LENDER'S BANK INFORMATION FOR CASH FLOW/DIRECT DEPOSIT:

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

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

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

- If you do not choose 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.



## BORROWER SETUP DOCUMENT

### BORROWER(S) INFORMATION:

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

**First and Last Name if in the name of an LLC or Trust** \_\_\_\_\_

E-mail \_\_\_\_\_ DOB \_\_\_\_\_ SSN/EIN \_\_\_\_\_

Main Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Mailing Address (if different from property address) \_\_\_\_\_

\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_ Attached W-9 for tax and credit purposes

Co-Borrower Name (as per your tax return) \_\_\_\_\_

**First and Last Name if in the name of an LLC or Trust** \_\_\_\_\_

E-mail \_\_\_\_\_ DOB \_\_\_\_\_ SSN/EIN \_\_\_\_\_

Main Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Mailing Address (if different from property address) \_\_\_\_\_

\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_ Attached W-9 for tax and credit purposes

### INSURANCE INFORMATION:

Company: \_\_\_\_\_

Agent: \_\_\_\_\_

Agent Phone Number: \_\_\_\_\_

Agent Email: \_\_\_\_\_

Please contact us at the telephone number listed with any questions you may have regarding the servicing of your loan.



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

**Occupancy:** Owner Occupied  Non-Owner Occupied  Vacant

**Property Type:** SFR Attached  SFR Detached  Condo  Mobile w land Home  Mobile Home   
Land  Other (please describe) \_\_\_\_\_

**Loan Type:** Fixed Rate  Adjustable-Rate Mortgage (ARM)  Commercial  Interest Only   
Land Contract/CFD/Agreement for Deed  Other \_\_\_\_\_

**Lien Position:** \_\_\_\_\_

**Newly closed or Performing Loan with servicing transfer:** \_\_\_\_\_  
(if Yes, skip the below-mentioned)

**Please complete the following for Non-Performing / Special Servicing Loans**

**Loan Status:** 30-90 Days Delinquent  90+ Days Delinquent  In Foreclosure  In Bankruptcy   
In Forbearance

**If in Active Bankruptcy**

**Bankruptcy information:** Chapter \_\_\_\_\_ BK Case Number: \_\_\_\_\_

**Counsel Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**BK Counsel Point of Contact Name & Email:** \_\_\_\_\_

**BK Counsel Address:** \_\_\_\_\_

**If in Active Foreclosure**

**FC Counsel Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**FC Counsel Point of Contact Name & Email:** \_\_\_\_\_

**FC Counsel Address:** \_\_\_\_\_



## BORROWER ACH AUTHORIZATION

Name on the Loan: \_\_\_\_\_

Loan No: \_\_\_\_\_

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

E-Mail Address: \_\_\_\_\_ Telephone No: \_\_\_\_\_

**By providing the following information and signing below, Borrower authorizes Provident Loan Servicing to draft your monthly payments from the following described account.**

Bank Name: \_\_\_\_\_ Bank Routing Number: \_\_\_\_\_

Name on Account/ Account Title: \_\_\_\_\_

Account Number: \_\_\_\_\_ Account Type: Checking ( ) Savings ( )

Please include a **voided check** with this request.

**EARLIEST DATE ACCOUNT TO BE DRAFTED:** \_\_\_\_\_

**FREQUENCY OF DRAFTING:** (  ) One Time Draft (  ) Monthly

Your signature is needed to authorize this electronic payment process. Please note that withdrawals will be initiated for the due date. If the due date falls on a Saturday or Sunday, the withdrawal will be initiated on the following Monday. Depending on the date your account is drafted, you may incur interest costs and/or late fees which will be applied accordingly as you will be held accountable for any interest and/or late fees that may be incurred.

You must notify us **ten (10)** days prior to the "payment date" if there are any changes to the above.

**Please note:** There is a fee of \$0.50 per ACH and online payment, charged by the payment processor.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



**PAYMENT NOTICE TO BORROWER**  
**(TO BE COMPLETED BY CLOSING ATTORNEY)**

TO:

**Reference: Provident Loan Servicing**

Provident Loan Servicing will service your new mortgage loan. According to the terms of your Note, your first monthly payment will be due on \_\_\_\_\_  
All payments are due on or before the first of each month.

**Your estimated monthly payment will be as follows:**

Principal and Interest	\$ _____
Escrows:	
1/12 Annual Real Estate Taxes	\$ _____
1/12 Hazard Insurance Premium	\$ _____
1/12 Flood Insurance Premium	\$ _____
Servicing Fee	\$ _____
Other	\$ _____
<b>TOTAL ESTIMATED PAYMENT</b>	<b>\$ _____</b>

**NOTE TO CLOSING ATTORNEY:**  
Please complete this form and return (1) copy with closed loan documents and give one (1) copy to Mortgagor at closing.

You will be sent a monthly statement reflecting the payments made. For the first payment, please return the temporary coupon located at the bottom of this letter with your total estimated payment. Reference your Provident Loan Servicing loan number on your check for the total estimated payment amount.

**All payments should be mailed to the following address:**

**Provident Loan Servicing  
P.O. BOX 783  
GRAPEVINE, TEXAS 76099**

Should you have any questions concerning your new loan, please contact our customer service representative at 214-937-0786 or email: [info@providentls.com](mailto:info@providentls.com) or website: [www.ProvidentLoanServicing.com](http://www.ProvidentLoanServicing.com)

ACKNOWLEDGEMENT OF RECEIPT:

\_\_\_\_\_  
Borrower:

\_\_\_\_\_  
Co-Borrower:

**COUPON**  
**(RETURN WITH PAYMENT)**

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

Payment Amount: \$ \_\_\_\_\_

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

Provident Loan Servicing

City/State/ZIP: \_\_\_\_\_

P.O. Box 783

Grapevine, TX 76099

Phone: 214-937-0786