

AMERINATIONAL COMMUNITY SERVICES, INC.

CONTRACT FOR MORTGAGE LOAN SERVICING

This contract is dated, made, and entered into as of the _____ day, of _____, 2013, by the City of Durham (“City”) and AmeriNational Community Services, Inc., a California corporation (“Contractor”).

Sec. 1. Background and Purpose.

Contractor is in the business of servicing and subservicing real estate mortgage loans, and has the capacity to subservice residential and commercial mortgage loans for City.

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor’s.

The Contractor shall subservice the Mortgage Loans set forth and defined in Exhibit A. In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

Sec. 3. Terms of Contract.

The term of this Contract shall commence on December 1, 2013 and continue for thirty-six (36) months through November 30, 2016. The maximum amount of this contract shall not exceed \$303,855.00.

Sec. 4. Complete Work without Extra Cost.

Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Contractor’s Billings to City. Compensation.

The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be reasonably requested by the City. Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

Invoices shall be addressed to:

City of Durham,
Department of Community Development
807 E. Main Street, Building 2, Suite 200
Durham, North Carolina 27701
ATTN: Assistant Director, Fiscal Management & Planning Administration

The City shall pay the Contractor for the Work as outlined in Exhibit “A”, “*Scope of Work*”, in accordance with the “*Monthly Servicing Fee Schedule*” as outlined in Exhibit “B”. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 6. Prompt Payment to Subcontractors.

(a) Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes sub consultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham.

(b) If the individual assigned to administer this contract for the City (in this section, titled “Prompt Payment to Subcontractors,” he or she will be referred to as the “Project Manager”) determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be (i) the amount of interest due to the Subcontractor under subsection (a), and/or (ii) the amounts past-due under subsection (a) to the Subcontractor but not exceeding 5% of the payment(s) due from the City to the Contractor. This subsection (b) does not limit any other rights to withhold payments that the City may have.

(c) Nothing in this section (titled “Prompt Payment to Subcontractors”) shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any Subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

Sec. 7. Insurance. City of Durham Insurance Requirements.

Contractor shall purchase and maintain insurance coverage for not less than the following:

Commercial General Liability, covering:

- Premises/operations
- Products/completed operations (two years minimum, from project completion)
- Broad form property damage
- Contractual liability
- Independent contractors, if any are used in the performance of this contract
- City of Durham must be named additional insured, and an original of the endorsement to affect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)

- Combined single limit not less than \$1,000,000 per occurrence, with an annual aggregate on not less than \$2,000,000.

Commercial Auto Liability, covering:

- Symbol 1, all vehicles
- Combined single limit of \$2,000,000
- City of Durham must be named additional insured

Professional Liability, covering:

- Covering claims arising out of professional advisement / consultation services performed in connection with this contract
- Combined single limit not less than \$1,000,000 per occurrence; if coverage is only available on claims made basis, then additional coverage requirements may apply, subject to review of City Finance Director

Workers' Compensation Insurance, covering:

- Statutory benefits;
- Covering employees; covering owners partners, officers, and relatives (who work on this contract) (this must be stated on the certificate)
- Employers' liability, \$1,000,000
- Waiver of subrogation in favor of the City of Durham Insurance shall be provided by:
 - Companies authorized to do business in the State of North Carolina
 - Companies with Best rating of A-, VII or better.

Insurance shall be evidenced by a certificate and providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage.

Certificates shall be addressed to:

City of Durham,
 Department of Community Development
 807 E. Main Street, Building 2, Suite 200
 Durham, North Carolina 27701

Sec. 8. Performance of Work by City.

If the Contractor fails to perform the Work in accordance with the schedule referred to in section 5 above, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Exhibits.

The following exhibits are made a part of this contract:

- (1) Exhibit A – “*Scope of Work*” containing five (5) pages.
- (2) Exhibit B – “*Monthly Servicing Fee Schedule*” containing one (1) page.

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

Sec. 10. Notice.

All notices and other communications required or permitted by this contract shall:

(a) be in writing and shall be given either by personal delivery, fax, UPS, Federal Express or Certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email:

To the City:

City of Durham

Department of Community Development

807 E. Main Street, Building 2, Suite 200

Durham, North Carolina 27701

ATTN: Assistant Director, Fiscal Management & Planning Administration

The fax number is (919) 560-4090

To the Contractor:

AmeriNational Community

Services, Inc.

ATTN: President

8121 E Florence Ave

Downey, CA 90240

The fax number is (562) 927-2362

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given and sent at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third business day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. E-Verify Compliance.

The Contractor represents and covenants that the Contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). The City is relying on this E-Verify Compliance section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-20.1(b).

Sec. 12. Indemnification.

(a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnities from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnities with legal counsel reasonably acceptable to City.

(b) Definitions. As used in subsections “a” above and “c” below --“Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within “Charges” are

(1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). “Indemnities” means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.

(c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract.

(d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.

(e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection “a” above shall not require the Contractor to indemnify or hold harmless Indemnities against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnities.

Sec. 13. Miscellaneous.

(a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation or limited liability company), this subsection (ii) applies. “Agent for Service of Process” means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions.

(2) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

(3) The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding.

(4) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts.

(5) Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

(i) SDBE. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor's alleged violations of other obligations.

(j) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(k) Principles of Interpretation and Definitions.

(1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation.

(2) References to a "Section" or "section" shall mean a section of this contract

(3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument.

(4) "Duties" includes obligations.

(5) The word "person" includes natural persons, firms, companies, associations,

partnerships, trusts, corporations, governmental agencies and units, and other legal entities.

(6) The word “shall” is mandatory.

(7) The word “day” means calendar day.

(8) The word “Work” is defined in Section 2.

(9) A definition in this contract will not apply to the extent the context requires otherwise.

(l) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(m) City’s Manager’s Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor’s services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

Sec. 13. Termination for Convenience (“TFC”).

(a) Procedure. Without limiting any party’s right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice.

(b) Obligations. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City’s instructions as to which subcontracts to terminate.

(c) Payment. The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City’s decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the

percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 14. Trade Secrets; Confidentiality.

The request for proposals (RFP) section titled “Trade Secrets and Confidentiality” shall apply to any Trade Secrets disclosed to the City during the process leading to the parties’ entering into this Contract (including all of the Contractor’s responses to the RFP). This section (titled “Trade Secrets; Confidentiality”) shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. For purposes of this contract, the word “candidate” in the RFP section just cited shall mean the “Contractor.”

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

CITY OF DURHAM

ATTEST:

D. Ann Gray, City Clerk

By: _____
Thomas J. Bonfield, City Manager

AMERINATIONAL COMMUNITY SERVICES, INC., a California corporation

ATTEST:

By: _____
Mike Torres
COO/President

By: _____
Adrienne L. Thorson
Chairperson, CEO/CFO

(Affix Corporate Seal Here)

Pre-audit, if applicable _____

ACKNOWLEDGMENT BY CITY OF DURHAM

**NORTH CAROLINA
DURHAM COUNTY**

I, _____, a Notary Public of said state and county certify that D. Ann Gray personally appeared before me this day and acknowledge that she is the City Clerk of the City of Durham and that by authority duly given and as the act of the City, the foregoing instrument was signed in its name by its City Manager sealed with its corporate seal, and attested by herself as its City Clerk.

Witness my hand and notaries seal this the _____ date of _____, 2013.

My Commission Expires:

Notary Public

ACKNOWLEDGMENT AMERINATIONAL COMMUNITY SERVICES, INC.

State of _____

County of _____

I, _____ a notary public in and for the aforesaid county and state, certify that _____ personally appeared before me this day and stated that he or she is Chairperson, Chief Executive Officer/Chief Financial Officer of AmeriNational Community Services, Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing contract with the City of Durham and the corporate seal was affixed thereto.

This the _____ day of _____, 2013.

My commission expires:

Notary Public

Scope of Work

The work will include, but not limited to, the following services:

- Monthly Servicing
- Collections
- Loan Repayment Plans and/or Loan Modification recommendations
- Delinquency Counseling, Repayment Plan and Forbearance Evaluations
- Technical Assistance
- New Loan Set-Up, Loan Revisions and Payoffs
- Foreclosure Services
- Bankruptcy Tracking
- Record Maintenance
- Delinquency Counseling

The Contractor is expected to perform the following tasks:

Monthly Servicing

1. Provide diligent and customary loan service functions.
2. Maintain a complete and accurate account of the borrower's accounts and properly apply all sums collected from the borrower or through the partnering Primary Lending Bank (Economic Development Loans Only).
3. Deposit all payments received with respect to each loan into a demand deposit account in the name of the City of Durham; and remit to the City, on or before five (5) business days from the 20th of each month, the total receipt of all principal and /or interest payments paid by the borrower.
4. Provide default and delinquency monitoring.
5. Inspect and notify the City of all defaults and events of defaults by the borrower of which the contractor is aware. This may include sale, transfer, loss and/or damage to collateral used to secure loan, failure to provide adequate coverage of mortgaged property, borrower's misuse of mortgaged property, and/or other violations by a borrower of his/her/their obligations under the executed loan documents.
6. Keep all records in connection with the loans at the contractor's place of business and available, within twenty-four (24) hours' notice, for inspection during regular business hours, by City representatives, or other examiners/person lawfully and appropriately authorized by the City other governmental authorities.
7. Provide Automatic Payment and Pay by Phone options to borrowers.
8. Provide Insurance Monitoring and Forced Place insurance as necessary.

Scope of Work

9. Provide Tax Monitoring.
10. Establish and monitor escrow and impound accounts, as necessary.
11. Report loans to no fewer than three (3) credit bureaus and respond to any disputed credit reports filed by borrowers.
12. For Economic Development Loans: Monitor expiration dates of UCC financing statements filed; prepare, execute and file UCC continuation statement as needed to continue the effectiveness of all such financing statements.

Collections

1. Take all customary and appropriate action to collect all loans when due on a monthly basis.
2. Create delinquent/default letters, including demand letters to each borrower who is 15, 30, 45, 60 and 90 days past due, and a list of letter recipients to be sent to the City, see addresses below.
3. Make telephone calls for residential and developer mortgage loans beginning at 30 days delinquent and for economic/commercial loans, calls will be made at 15, 30 and 45 days delinquent.
4. Submit confirmation letters to follow up telephone calls and send a copy of each to the City.
5. **For All Residential and Developer Mortgage Loans Only:** Upon the expiration of the 90-day demand letter, the Contractor will contact the City for approval to proceed with further legal collection proceedings, including foreclosure. Copies of correspondence should be mailed to:

City of Durham
Department of Community Development
807 East Main Street
Building 2, Suite 200
Durham, NC 27701
Attention: Loan Portfolio Analyst, cc: Director

6. **For All Economic/Commercial Loans Only:** At 60 days past due, a demand letter is sent. If no corrective action is taken by borrower in the next 30 days, Contractor will notify the City and the Primary Lending Bank so the proper collection actions can be taken dependent on the type of Small Business Loan (past Repackage Loan vs. current Opportunity Loan). The City should be mailed copies of all collection and demand correspondence to the borrowers should be mailed to:

Scope of Work

City of Durham
Office of Economic and Workforce Development
302 Pettigrew Street, Suite 109
Durham, North Carolina 27701
Attn: Economic Development, Senior Manager, cc Director

After receiving the demand letter, the borrower will be given 30 days to bring loan account current. If the borrower does not bring the account current the contractor will notify the City and the City will take the appropriate action based on the type of small business loan. The City currently has two types of loans in its small business loan portfolio being managed. They are the small business repackaged loans made prior to October 2003 and the Opportunity

Loan Program, which is a revised version of the small business loan program. For the few repackage loans that remain active in the loan portfolio from the City's first small business loan program, the following process is recommended:

1. If the contractor receives no response from the borrower by the end of 90 days, a demand letter will be sent to the borrower directly from the City demanding full payment of the loan. If the condition of the demand letter is not met, OEWD will handle the legal proceedings by turning over the account to the City Attorney's Office. A confession of judgment at this time will be filed by the attorney's office and the loan will be removed from OEWD's loan portfolio. A notification will be sent to the contractor to no longer service this account and remove part of or further legal proceedings will begin for collection and/or foreclosure.

Delinquency Counseling, Repayment Plan and Forbearance Evaluations

1. Work with borrowers to evaluate their financial situation, including budget and credit counseling, to formulate repayment plans or recommend loan modifications for borrowers more than ninety (90) days past due.
2. Work with borrowers to implement repayment plans for past due payments, generally no more than ninety (90) days past due and/or able to be brought current within 6-12 months. Send copies of letter agreements with borrowers to the City.
3. Prepare Forbearance Evaluations and work with borrowers who have encountered hardships to recommend loan modification actions.

Technical Assistance

1. Provide assistance to City staff relative to current lending practices, policies and procedures which may be used in the development or modification of the City's existing and future loan programs

Scope of Work

Set-up of New Loans, Loan Modifications and Loan Payoffs

1. From receipt of new loan information from the City, set-up of new loans should take no longer than two (2) weeks. Borrower shall be mailed a Welcome Letter and schedule of payment or coupon book within this time frame.
2. Upon request of the City, Loan modifications of existing loans within 24 hours.
3. Respond to payoff quote requests in a timely manner within 24 hours.
4. Any loans paid off in the Economic Development loan portfolio shall be confirmed by the City's Office of Economic and Workforce Development (See address above).

Foreclosure Services

1. **For Residential and Developer Mortgages Only:** If the City consents to the initiation and completion of foreclosure on all collateral, including real and personal property, unless the City Manager or his/her designee has agreed otherwise, the servicing contractor shall notify the City at least fifteen (15) days before the filing of a petition to initiate any special proceeding. The City shall have the right to approve the attorney chosen by contractor to represent the City, which approval shall not be unreasonably withheld. With respect to collection, the City will be responsible for filing, service fees and other costs for which the beneficiary is customarily responsible.
2. **For Economic Development Mortgages Only:** When a repackaged loan account is ninety (90) days past due, a copy of the demand letter should be sent to the City with notification of further proceedings. Copy of demand letter should be mailed to the City Office of Economic and Employment Development (see address above). Further collection procedures will include the initiation and completion of foreclosure on all collateral, including real and personal property. Unless the City Manager or her designee has agreed otherwise, the servicing contractor shall notify the City at least fifteen (15) days before the filing of a petition to initiate any special proceeding. Provided that neither the City nor the servicing contractor shall be liable for the fees of the trustees and attorneys, the servicing contractor shall make arrangements for trustees and attorneys to foreclose on the collect all appropriate amounts under the loan documents. The City shall have the right to approve the attorney chosen by contractor to represent the City, which approval shall not be unreasonably withheld. With respect to collection, the City will be responsible for filing and service fees and other costs for which the beneficiary is customarily responsible.

Bankruptcy Tracking

1. Track Chapter 7 and Chapter 13 Fillings, file Proof of Claim or Reaffirmation Agreement, track pre- and post-petition payments and any other related tasks.

Record Maintenance

1. Maintain all records in a safe and secure environment.

Scope of Work

Imaged Documents

1. All documents shall be imaged and accessible to the City at all times.

The City of Durham
Mortgage Loan Servicing Contract
AmeriNational Community Services, Inc
Contract Period:
December 1, 2013 - November 30, 2016

Monthly Servicing Fee Schedule

Mortgage Loan Servicing	Monthly Fee Per Item
Account Maintenance Fee (If less than 1,000 Loans)	\$ -
New Loan Set-up Fee	\$ 20.00
Residential	
<i>Amortized Loans - Monthly Statement</i>	\$ 1.00
<i>Amortized Loans - Monitor Tax/Insurance</i>	\$ 12.00
<i>Amortized Loans - Escrow Tax/Insurance</i>	\$ -
<i>Deferred Loans - Monitor Tax/Insurance</i>	\$ 20.00
<i>Deferred Loans - Escrow Tax/Insurance</i>	\$ 8.79
<i>Credit Reporting</i>	\$ 0.50
Developer/Commercial Loans	
<i>Amortized Loans - Monthly Statement</i>	\$ 1.00
<i>Amortized Loans - Monitor Tax/Insurance</i>	\$ 12.00
<i>Amortized Loans - Escrow Tax/Insurance</i>	\$ -
<i>Deferred Loans - Monitor Tax/Insurance</i>	\$ 2.50
<i>Deferred Loans - Escrow Tax/Insurance</i>	\$ 8.79
<i>Tax Monitoring Fee (If a one time Set-up Fee is accessed)</i>	\$ 75.00
Bankruptcy Services	
<i>Proof of Claims Filings</i>	\$ 100.00
<i>Reaffirmation Agreements Filings</i>	\$ 75.00
<i>Monitoring & Repayment Fee</i>	\$ 7.00
<i>Lift Stay Filings</i>	\$ 175.00
Loan Modification	
<i>Preliminary Screening</i>	\$ 150.00
<i>Final Analysis & Recommendation</i>	\$ 145.00
Additional Fees:	
Foreclosure Processing	\$ 300.00
Subordination Processing	\$ 275.00
Forbearance Plans	No Charge for terms less than 6 months
UCC Filings	\$ 75.00
Tickler Notifications	\$ 12.50
Transfer/Termination Fee	\$ 50.00