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NOTE SERVICING AGENT AGREEMENT

A ACCOUNT INFORMATION

Account Title:

Millennium Trust Company, LLC Account No.:

Daytime Phone No. :

E-mail address:

For good and valuable consideration, this Note Servicing Agent Agreement is hereby entered into by and between:
(If no agent is assigned, I understand that I must assign myself as agent in the box below.)

and

Account Owner

Agent

B NOTE DESCRIPTION

Agent hereby agrees to accept all responsibilities and duties necessary to effectively administer the following promissory note held for the benefit of the designated Account Owner by Millennium Trust Company, LLC (Millennium).

Date of Note:

Payment Frequency:

Maker/Borrower:

Amount of Note:

Maturity Date:

Interest Rate: %

C SERVICING AGREEMENT

As Note Servicing Agent, the undersigned shall perform all duties and exercise all discretions as permitted in the provisions of the Note in order to protect the rights of the Account Owner and assure timely collection of payments. Specific duties of Agent shall include, but not be limited to, the following:

1. Production and maintenance of an amortization schedule for payments in accordance with the terms of the Note, a copy of which shall be furnished to Millennium;
2. Collect payments from Maker made payable to "Millennium Trust Company, LLC Custodian FBO (Account Owner's Name and Account Number);
3. Break down payment amounts into interest and principal reduction and communicate this information to Millennium;
4. Forward all payments to Millennium within two (2) working days to the above-referenced address.
5. Confirm that Maker holds clear title to any collateral assigned under the Note, and then prepare and file any evidence of lien on collateral, including the filing and proper registration of any deed of trust or other title to property securing the Note;
6. Preparation of any governmental reporting of interest paid by Maker which may have to be reported to the Internal Revenue Service on Form 1098. After preparation, this form should be forwarded to Millennium for filing by the appropriate due date;
7. Collection and maintenance of any required escrow funds for the purpose of paying insurance and taxes on Note collateral;

Please continue to page two to complete this form



C SERVICING AGREEMENT

8. Collection of any rents, royalties, or other sums assigned as security for the Note;
9. Promptly communicate in writing with Maker regarding all matters pertaining to the Note, including notice and collection of past due payments and the amount of past due penalty, if any, and enforcement of any security therefore;
10. Initiate collection procedures upon notice of default by Maker, as defined in the Note, including the initiation of any necessary legal action required to enforce any guarantees or otherwise assure Maker's performance on the Note;
11. Enforce all rights against Maker, following notice of and failure to timely cure any default (as provided in the Note), including, without limitation, foreclosure of any mortgage or other legal proceedings in order to claim title to any collateral securing the Note, or initiate legal action to obtain a judgment against Maker in the case of an unsecured Note; and
12. Keep complete and accurate records of all transactions, collection and enforcement efforts and other matters relating to the Agent's duties hereunder, and promptly provide copies of such records to Account Owner and Millennium upon request.

Fees: As consideration for the services provided herein, Account Owner agrees to pay fees to Agent as follows:

The aforementioned fee schedule may be amended by Agent from time to time upon prior written notice to Account Owner.

This Agreement shall be effective for a term not to exceed the life of the Note(s), including any amendments to the Note, to which it applies. The life of the Note shall be defined as the period of time during which any amount of principal and/or interest remain unpaid under the terms of the Note, even if said period extends beyond the stated Maturity Date of the Note. This Agreement shall automatically terminate upon the final payment at maturity of the Note, or upon early prepayment as may be provided in the Note.

Account Owner, by signing this Agreement, releases Millennium from all duties and responsibilities of administering the terms of the Note. All duties and responsibilities for administration of the Note shall vest in the Agent. Said Agent shall be an agent for the benefit of Account Owner, and shall not be deemed to be an agent or affiliate of Millennium.

Agent and Account Owner hereby indemnifies and holds harmless Millennium, its employees and assigns from all suits, actions, or claims of any character, type or description brought or made for or on account of, arising out of, or occasioned by the acceptance of the Note as an investment of the Account, or by the operations, performance, or negligent acts of Agent in the execution or performance of this Agreement.

Millennium shall have no responsibility to question the actions of Agent in its performance of the duties outlined in this Agreement, nor shall Millennium be liable for any loss of any kind which may result by reason of any action taken by Agent, Account Owner, or both in regard to the performance of the Note.

Agent shall not assign his rights and obligations hereunder. Subject to the foregoing, all of the terms and conditions of this Agreement shall be binding upon and insure to the benefit of the heirs, successors, administrators, legal representatives and assigns as the case may be, of the parties hereto. If, for any reason, Agent is unable or unwilling to perform the duties outlined herein, then Account Owner shall assume responsibilities for said duties until a successor Agent has been appointed.

Account Owner may terminate this Agreement immediately upon written notice at any time. Agent may terminate this Agreement upon not less than fifteen (15) days prior written notice. Upon termination, Account Owner agrees to appoint a successor Agent within thirty (30) days. Until a successor is appointed, Account Owner shall be responsible for the duties of administering the Note as provided herein. Following termination, Agent shall provide written notice to Maker that all Note payments thereafter be paid directly to Account Owner or such substitute Agent as Account Owner may nominate, and Agent shall forward to Account Owner all payments received on account of Account Owner. Upon request of Account Owner, Agent shall forward to Account Owner all books, records, ledgers, correspondence, files and other materials in Agent's possession or control with respect to the Note and/or Account Owner.

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein, supersedes all prior and contemporaneous agreements. This Agreement may be amended upon the prior written consent of the parties.

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D AGENT AUTHORIZATION

By signing this agreement, Account Owner understands that Millennium *shall not* be required to provide property management or administration, income or rent collection, verification of insurance coverage or tax payments on property, pursue collection, instigate litigation, monitor payments on a non-recourse promissory note, or take any other action with regard to the property to which this agreement applies except at the express direction of the agent or account owner.

NOTE: If no agent is assigned, the Account Owner understands that he/she must assign him/herself as agent and complete the information below.

Agreed to by Agent and executed this _____ day of _____, 20____ .

Agent Name:

Mailing Address:

City: _____ State: _____ Zip: _____

Telephone No.: _____ E-mail address: _____

Agent Signature: _____

Agreed to by Account Owner and executed this _____ day of _____, 20____ .

Account Owner's Signature: _____