

EQUITYMAX®

LOAN PAYMENT SERVICE AGREEMENT

1) Client Name		Social Security #	
b) Client Name		Social Security #	
2) Mailing address, City, State, Zip		Property Address	
3) Home Phone	Cell #	Email:	
4) Clients Bank		Bank Phone	
5) Address, City, State, Zip			
6) Routing Number		Checking or Savings Account Number	
7) Mortgage Lender		Phone Number	
8) Payment Mailing Address			
9) Street Address (if known)		Original Loan Date	
10) Loan Number		Name on Loan	
		1 st Mort () 2 nd () Other ()	
	Loan Amount	Term	Rate
11) Original	a)	b)	c)
12) Current Balance as of:	a)	b)	c)
13a) Selected Frequency	BW	SM	b) for Equitymax use only 1 st Transfer Date
14a) Set up Fee			b) add to transfer (optional) \$
15a) Due Date	b) Late Date		c) Service fee per transaction \$
For Equitymax Use only 17) Holding Account Number			d) Total to be transferred \$
ATTACH COPY OF VOIDED CHECK			
Special Instructions			
Distributor Name		Distributor No.	

SERVICES

For the fees identified herein, California Bank & Trust (Holding Bank) shall provide to the Processor computer software for the purpose of transfer of funds for the payment of the Client's obligation indicated above through participation in services described herein and on the reverse side of this agreement. Service include Equitymax® (Processor) shall provide a review and analysis of the client's current monthly debt obligation (s) to show the savings and benefits that will be achieved through participation; (2) a complete amortization schedule including potential cash equity growth and a annual calendar of schedule of withdrawals; (3) periodic withdrawals and payments as requested above; and (4) transfer of funds through an FDIC insured institutions; The Holding Bank shall provide a monthly bank statement showing deposits and withdrawals made and fees charged

AUTHORIZATION FOR AUTOMATIC TRANSFER OF FUNDS

As a convenience to me/us, I/we authorize the transfer of funds between the accounts held in the institutions listed above and at the frequency shown above for the purpose of making payments in my/our behalf, I/we authorize the institutions named above to accept the debit or credit entries initiated by the Processor and to debit or credit the respective accounts shown. I/we agree that the rights of the institutions named above in respect to each transfer of funds shall be the same as if the transfer were drawn on the institution and signed personally by me/us. This authority is to remain in effect until revoked by me/us in writing, and until such notice is actually received, I/we agree that each institution shall be fully protected in honoring such transfers. I/we further agree that if any withdrawal is dishonored, whether with or without cause and whether intentionally or inadvertently, the institutions named herein shall be under no liability.

I/We have read and understand both sides of this agreement. I/we agree to the terms and conditions as stated on both sides of this agreement and to the automatic transfer of funds as stated above.

Signature(s) _____ Date _____

Signature(s) _____ Date _____

Processed By

Holding Account

Home Equity Builder Service Corporation
3400 Watt Ave #203
Sacramento, CA. 95821
Phone (800)-346-5130 Fax (916) 485-4998

California Bank and Trust
Member FDIC

SERVICE AGREEMENT TERMS AND CONDITIONS

EQUITYMAX® “Marketer” and “Processor” (hereinafter “Processor”)

1. The purpose of this agreement is to have the Processor: (1) Open a Holding Account in the name of the client. (2) Initiate Debits against the Client’s account and credit Client’s Holding Account according to the Client’s Instructions on this Service Agreement or as modified by the Client in the future; and (3) Initiate credits at the direction of the Client in an amount equal to the Client’s regular monthly payment from the client’s Holding Account and transmit such credits to the Client’s lender as identified within this Service Agreement or as modified by the Client in the future. Additionally, the Processor shall, at the direction of the Client, make an additional principal payment at such time that there is sufficient funds to do so, authorized in this Service Agreement.
2. Client agrees to maintain sufficient funds in accounts maintained by Client to cover debits requested by the Client at the direction of the Processor.
3. Processor shall debit Client’s Holding Account at the direction of the Client for the service fee indicated on the front side of this agreement Line 15 (c) for each electronic transfer required by the schedule selected by the Client. Said fee is to compensate Processor .
4. In the event a scheduled transfer of funds to the Client’s Holding account or loan payment is returned to the Client due to insufficient funds, it shall be the sole responsibility of the Client to make the required payment to the lender. At such time, THIS SERVICE WILL BE SUSPENDED and it shall be the responsibility of the Client to make the payment to the lender. Reinstatement fees will vary depending upon the charges of the Processor and/or Holding Bank.
5. It is the sole responsibility of the client to notify the Processor of any change in the Lender’s address or in any change to the amount the client would have transferred to the Client’s Holding Account or to be paid to the lender. The client must give Processor 10 days written notice of any change. The following fee schedule shall apply and is subject to change with or without notice:

Change in Lender, Lender’s Address or	
Amount Paid to Lender	\$ 5.00
Change of Domestic Bank	\$ 6.00
Transfer to New Loan	\$ 15.00
Reinstatement Fee	\$ 10.00
Non-Sufficient Funds in Domestic Bank (Item Returned)	\$ 12.50
Check returned or paid against non-sufficient funds or	
Uncollected Funds	\$ 35.00
6. Any fees due to overdrafts or specific request of the Client shall be at the expense of the Client.
7. Processor shall promptly reimburse Client for any charges for late payment imposed by the lender caused solely by Processor’s failure to perform under the terms of this agreement. Client agrees that Processor shall not be liable for any acts, errors or omissions by the Processor under this agreement as long as Processor has acted in good faith. Processor shall not be liable for any consequential damages caused by Its failure to perform under the terms of this agreement, nor will Processor be liable for any loss caused by or contributed to by Client.
8. The parties agree that transfers on behalf of the Client shall continue until the Client cancels this agreement by giving the Processor a 10 day written notice, or Processor terminates this agreement as set forth herein.
9. This agreement may be terminated by the Processor if for any reason a debit against the Client’s account cannot be made due to a stop payment order for services by the Client. Under these circumstances, the Client would forfeit any right to a refund of any fees paid to the Processor to date without release of obligation on moneys still owed Processor. Client further agrees any late fees assessed by the lender due to inaccessible or insufficient funds in the Client’s Holding Account are the sole responsibility of the Client.
10. The Client acknowledges that this agreement in no way releases the Client from any obligations under the Client’s debt obligation and agrees to hold harmless the Processor and representatives for any failure on the Client’s part to perform under said obligation. Client further agrees to hold harmless Processor, its Dealers and Representatives and to continue to assume responsibility for any penalties that might be increased as a result of any event or circumstance that is outside of the Processors control.
11. Processor warrants that its service will not violate any of the provisions of the Client’s underlying financial obligations, and agrees to refund the enrollment fee should a lender or creditor find the violation of it’s agreement with the Client. Notice of such violation must be brought to the attention of the Processor within 90 days of the date of this agreement. Such violations are subject to proper verification by the Processor and necessary refunds will be sent in a timely manner. Consulting , analysis and servicing fees are non refundable. **Client agrees that no refund shall be due or payable for any reason except under the specified provisions as stated herein.**
12. Any controversy of claim arising out of or relating to this Agreement or with regard to its interpretation or breach shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The parties here to therefore agree to bind their differences in Sacramento County, California. Any cost or other expenses including attorney fees and costs incurred by the successful party arising out of or in connection with arbitration proceedings shall be assessed against the unsuccessful party.
13. The client acknowledges that all the information on the reverse side of this agreement has been reviewed for accuracy and certifies that it is correct to the best of the client’s knowledge. The Client further acknowledges all calculations made by the Processor are based solely on the data provided by the Client and Client hereby accepts sole responsibility for the accuracy of the information herein. Client further agrees to release Processor from any liability for inaccuracies in the execution of the payments, the amortization schedule, or the transfers, if such information supplied by the Client is found to be incorrect.
14. This agreement is non-transferable and non-assignable.
15. Client recognizes that the savings, if any, represented by the Processor are due to a pre-payment of principal in accordance with provisions that exist in the Client’s loan documents and that such savings are possible without the services of the Processor. The Client agrees that he/she has benefited from the explanation of principal pre-payment by Processor and its representatives.
16. The Client recognizes that Processor makes use of automatic transfers where possible and that such transfers comply with NACHA rules and regulations.
17. This is the entire agreement between the parties. Failure to enforce or insist upon any term or condition of this agreement shall not be construed so as to negate any other portion of this agreement.

PLEASE MAKE ALL CHECKS FOR START-UP SERVICE PAYABLE TO “EQUITYMAX®”