NEVADA HOUSING DIVISION UNIFORM REPORTING SUPPLEMENT Dated May 1, 2000

Section 1. <u>Introduction.</u>

The Division and the Participating Lending Institution (hereafter the "Servicer") have entered into a Mortgage Purchase Agreement whereby the Servicer agreed to transfer all of its right, title and interest in the Mortgage Loan described in the Mortgage Purchase Agreement to the Division. The Mortgage Purchase Agreement further provides that the Servicer agrees to service the Mortgage Loan on behalf of the Nevada Housing Division in accordance with the terms and conditions of this Uniform Reporting Supplement and the Servicing Supplement dated May 1, 2000, as amended and in effect on the date of transfer of the Mortgage Loan from the Servicer to the Division.

Unless otherwise defined in this Uniform Reporting Supplement, all capitalized terms referred to in this Uniform Reporting Supplement shall have the same meaning as ascribed to such terms in the Nevada Housing Division Selling Supplement dated May 1, 2000, as amended.

Section 2. Mortgage Accounting Records.

In connection with the servicing of the Mortgage Loan, the Servicer agrees to maintain accounting records with respect to the Mortgage Loan. The accounting records must reflect the Division's interest in each Mortgage Loan and contain the complete Division Loan Number assigned to each Mortgage Loan. Generally, the complete Division Loan Number consists of a nine digit number. The first three characters designate the Program under which a Mortgage Loan was purchased by the Division (i.e., 99A or 99B). The second two characters identify the Servicer's designation number that is assigned by the Division to each Servicer. The last four characters designate the Mortgagor's identification number (i.e., 0001, 0002, et seq.).

In servicing the Mortgage Loan, the Servicer must maintain an accounting system capable of producing a statement that itemizes in chronological order the following:

- A. The date, amount, and description of each payment received by the Servicer with respect to the Mortgage Loan, the amount of such payment which is attributable to principal and interest, and any amounts under the Mortgage Loan which are delinquent;
 - B. The interest paid-to date;
 - C. The amount of the outstanding principal balance;
- D. With respect to each disbursement, advance, adjustment or other transaction affecting the Mortgage Loan, the date, amount and nature of such disbursement, advance or adjustment; and
- E. The current balance of the impound account attributable to the Mortgage Loan. The system must also provide for disclosure of any insufficiency in the impound account.

The Servicer must maintain all accounts and records in accordance with generally accepted accounting principles and must permit the representatives or agents of the Division to examine and audit such accounts and records during normal business hours of the Servicer.

Section 3. Reporting Forms.

Except as otherwise provided in this Uniform Reporting Supplement, the Servicer agrees to provide to the Division a Single Debit Reconciliation, Trial Balance or Monthly Statement of Mortgage Accounts, Transaction Register and a separate listing or distribution of curtailments, payoffs, delinquencies and prepayments in a form acceptable to the Division.

Section 4. Amortization of Mortgage Loans.

- A. Unless the Mortgage Loan provides otherwise, the Servicer must amortize the unpaid principal balance of the Mortgage Loan by utilizing the "interest in arrears" method. Under this method, Servicer must first calculate the portion of the principal and interest payment attributable to interest and apply the balance of the payment as a reduction to principal.
- B. Unless the Mortgage Loan provides otherwise, all monthly interest calculations must be made using thirty (30) day months, and three hundred sixty (360) day years. All calculations of interest must be carried to not less than six (6) decimal places.

Section 4.01. Application of Payments to Mortgage Loans.

The following paragraphs set forth special instructions with respect to the treatment of partial payments, payoffs, and curtailments:

A. Partial Payments

All Partial Payments received by the Servicer with respect to the Mortgage Loan must be accepted or rejected by the Servicer in accordance with the guidelines established by Fannie Mae, or in accordance with the instructions of the Division. For purposes of this Uniform Reporting Supplement, the term "Partial Payment" shall mean a payment received by the Servicer with respect to the Mortgage Loan where the total amount of the payment is less than the regular monthly payment due under the Mortgage Loan.

B. <u>Payoffs</u>

All Payoffs received by the Servicer with respect to the Mortgage Loan must be accepted by the Servicer. For purposes of this Uniform Reporting Supplement, the term "Payoff" shall mean a payment received by the Servicer with respect to the Mortgage Loan equal to the entire unpaid principal balance, together with accrued interest thereon, plus any other charges or payments due under the terms of the Mortgage Loan. In connection with the receipt of the Payoff, the Servicer must not assess any prepayment penalties against the Mortgagor unless the Mortgage Loan specifically authorizes the right to assess prepayment penalties.

C. Curtailments

All Curtailments received by the Servicer with respect to the Mortgage Loan must be accepted by the Servicer and applied towards the amount due under the Mortgage Loan and in accordance with the terms thereof. For purposes of this Uniform Reporting Supplement, the term "Curtailment" shall mean a principal payment received by the Servicer with respect to the Mortgage Loan in excess of the monthly principal payment, other than a payment which is a payoff.

Section 4.02. Servicing Fees.

The Servicer must deduct its Servicing Fee described in the Invitation from the monthly principal and interest portion of each Mortgage Loan payment remitted to the Division.

Section 5. Destruction of Records.

All copies of checks, bank statements, and other records and accounts of the Servicer relating to the Mortgage Loan serviced by the Servicer, including a Mortgage Loan that has been sold, foreclosed, or otherwise liquidated, must not be surrendered or destroyed by the Servicer without the prior written consent of the Division, provided, however, that the Servicer may destroy any original records after a period of seven (7) years from the date the Division no longer holds an interest in the Mortgage Loan.

Section 6. Collection of Funds and Establishment of Custodial Accounts.

All funds collected by the Servicer with respect to the Mortgage Loan, other than funds collected in connection with a Payoff or the foreclosure of a Mortgage Loan, are to be deposited by the Servicer in one or more custodial accounts as hereafter provided.

The Servicer must establish a Division Escrow Account and a Division Payment Account. All funds collected by the Servicer with respect to the Mortgage Loan which are required to be paid into an impound or escrow account must be deposited in the Division Escrow Account. All other funds collected by the Servicer with respect to the Mortgage Loan, including but not necessarily limited to, principal and interest payments, other than funds collected in connection with a Payoff or foreclosure of a Mortgage Loan, must be deposited in the Division Payment Account. All amounts deposited in the Division Payment Account and the Division Escrow Account must be fully insured by the Federal Deposit Insurance Corporation ("FDIC"), or any instrumentality or organization succeeding to the functions of the FDIC.

All funds collected by the Servicer and required to be deposited in the Division Payment Account or the Division Escrow Account must be deposited and credited in such accounts within forty-eight (48) hours following receipt of such funds. When such funds are received on a non-business day, such funds must be deposited not later than the second business day following receipt thereof. Servicers must give full credit to the Mortgagor for their payments within forty-eight (48) hours following receipt of such payments.

On the date that the Mortgage Loan is purchased by the Division from a Participating Lending Institution, all funds which have been collected and are due to the Division and all funds held in an impound or escrow account must be immediately deposited into the Division's Payment Account and the Division's Escrow Account, respectively.

Section 6.01. Remittance Requirements.

All funds paid by the Mortgagor and held in the Division Payment Account must be remitted by the Servicer to the Trustee of the Program each Thursday of the calendar month, if the balance of the Division Payment Account exceeds \$1,000. Additionally, the Servicer must remit to the Program Trustee (see Appendix A), the entire balance of the Division Payment Account as of the last business day of the month.

All remittances required to be made by the Servicer pursuant to this Section must be made via wire transfer, either Federal Reserve or Automatic Clearing House. Wire transfers originating outside of the Pacific Time Zone must clear the Federal Reserve Banking System for the particular day. On the same day the Servicer wires funds from the Division Payment Account to the Trustee of the Division's Program, the Servicer must also, via facsimile, submit to both the Division and the Trustee of the Division's Program a Wire Transmittal Summary (NHD form 102). The amounts listed on the Wire Transmittal Summary must reconcile with the amount of funds wired from the Division Payment Account to the Trustee.

Section 6.02. Weekly Reporting Requirements.

In connection with the servicing of the Mortgage Loan, the Servicer agrees to submit the reports described below to the Division in the manner and time described in this Uniform Reporting Supplement:

A. Wire Transmittal Summary, NHD form 102

Section 6.03. <u>Instructions for completing Wire Transmittal Summary (NHD form 102).</u>

Servicers must send, via facsimile, a copy of Wire Transmittal Summary (NHD form 102) to both the Program Trustee and the Division whenever money is wired. Amounts listed on NHD form 102 must be supported by and reconcile to the actual wire transfer.

- 1. To: Designates the Division.
- 2. To: Designates the Program Trustee.
- 3. From: List the name and telephone number of the responsible party at the Servicer's branch or operational center who can answer inquiries about the wire transfer. The named party must be familiar with the requirements of this Uniform Reporting Supplement as well as the Servicer's own data.
 - 4. Money: List the total amount of the wire transfer.
- 5. Date: List the date the wire transfer is sent over the wire. It is very important that the date of NHD form 102 and the wire transfer date match.
- 6. Servicer's Investor Number: List the Servicer's Investor number assigned by the Servicer for each Program.

- 7. NHD Bond Program: List the number representing the bond issue from which monies came to acquire the loan. See Appendix A for details of which number to use. A key to the Program is the interest rate of the loans in that portfolio. It is essential that this number be accurate if a Servicer is to receive credit for timely payment of its Servicer obligations.
- 8. Trust Account: List the trust account number corresponding to the Servicer's Investor Number/NHD Bond Program.
- 9. Net Remittance: List the total amount being forwarded (via wire) for each Division Program portfolio.

Section 7. Monthly Reporting Requirements.

In connection with the servicing of the Mortgage Loan, the Servicer agrees to submit the reports described below to the Division.

- A. <u>Monthly Reports</u>. Within five (5) calendar days following the expiration of each Reporting Period, the Division must be in receipt of the following reports from the Servicer. For purposes of this Uniform Reporting Supplement, the term "Reporting Period" shall refer to each Reporting Period commencing on the first day of the calendar month and ending on the last day of the calendar month.
 - 1. Single Debit Reconciliation Report
- 2. Trial Balance or Monthly Statement of Mortgage Loans presented in ascending order by Division loan number which must include:
 - a. Nevada Housing Division Loan Number
 - b. Servicer Loan Number
 - c. Borrower's Name
 - 3. Transaction Register
 - 4. Report listing curtailments, payoffs, delinquencies, and listing prepayments

The above reports, for each Program, must be printed on 8 ½ by 11 or larger paper, with printing on one side only.

Section 8. Term and Termination.

A. Unless sooner terminated as provided in this Section or by mutual agreement of the Servicer and the Division, all responsibilities of the Servicer in connection with the servicing of the Mortgage Loan under this Uniform Reporting Supplement shall continue from the date the Mortgage Loan is purchased by the Division, until the earlier of (1) the entire principal balance and interest of the Mortgage Loan is paid in full, (2) proceedings to foreclose the Mortgage Loan

are completed and the final claims have been received by the Division or (3) the Mortgage Loan is assigned to the issuer of the Mortgage Insurance.

- B. Upon the occurrence of any of the following events, the Servicer's right to service Mortgage Loans for the Division shall be terminated immediately upon the mailing of written notice of termination by the Division to the Servicer:
- 1. The violation by the Servicer of any provision of this Uniform Reporting Supplement or any other agreement in connection with the Mortgage Loans;
- 2. The Servicer fails to perform any of its duties of this Uniform Reporting Supplement and fails, for a period of fifteen (15) days after written notice from the Division, to correct or cure such failure unless such fifteen (15) day period is extended in writing by the Division;
- 3. Any representation or warranty of the Servicer contained in this Uniform Reporting Supplement shall be found to be untrue;
- 4. The Servicer becomes unable to faithfully perform its duties or obligations under this Supplement.

From and after the effective date of the termination of the Servicer's right to service Mortgage Loans, the Servicer shall be relieved of further responsibility in connection with the servicing of the Mortgage Loans. Upon termination of the Servicer's right to service Mortgage Loans, the Servicer must (i) pay over to the Division all monies collected and held by it pursuant to this Uniform Reporting Supplement and/or pursuant to any agreement, letter or arrangement relating to the Mortgage Loans, (ii) must deliver to the Division all loan documents, insurance policies and records in connection therewith, and (iii) must deliver to the Division a full accounting, including a statement showing the monthly payments collected by it and a statement of monies held in impound accounts.

Section 9. <u>Amendments.</u>

The Division reserves the right to alter or waive any of the requirements of this Uniform Reporting Supplement, to impose other additional requirements, and to rescind or amend any and all material set forth in this Uniform Reporting Supplement.

This Uniform Reporting Supplement is an integral part of the Mortgage Purchase Agreement.

Section 10. Indemnification.

Servicer agrees to indemnify and hold the Division harmless from any and all losses, damages and/or expenses which the Division may incur (including reasonable attorneys fees and costs) as a result of any act or failure to act on the part of the Servicer in connection with the servicing of the Mortgage Loan.

Section 11. <u>Assignment by Servicer.</u>

Servicer may not delegate or subcontract the performance of its duties and obligations under this Uniform Reporting Supplement. Should the Servicer merge, acquire or become associated with another lending institution, written permission to act as a Servicer from the Division must be obtained at least fifteen (15) days prior to the merger, acquisition or association.

Section 12. <u>Notices.</u>

All notices required or permitted to be given by law or by the terms of this Uniform Reporting Supplement must be in writing and shall be considered given (1) upon personal service of a copy on the party to be served, or (2) forty-eight (48) hours after mailing such notice by certified or registered mail, postage prepaid, receipt for delivery requested, addressed to the party to be served and properly deposited in the United States Mail or (3) twenty-four (24) hours after mailing such notice by an express delivery service. All notices and communications must be given to the Division at 1802 N. Carson Street, Suite 154, Carson City, Nevada, 89701-1229 and to the Servicer at the mailing address on the Mortgage Purchase Agreement. The Division and the Servicer may designate to the other party in writing, from time to time, different addresses to which communications or notices hereunder shall be sent.

Section 13. Choice of Law.

This Uniform Reporting Supplement shall be interpreted and construed in accordance with the laws of the State of Nevada.

Section 14. <u>Compensation of the Servicer.</u>

The Servicer's compensation for performing its obligations and duties under the Mortgage Purchase Agreement shall be set forth in the Invitation referenced in the Mortgage Purchase Agreement.

Section 15. <u>Binding on Successors.</u>

The Mortgage Purchase Agreement and this Uniform Reporting Supplement shall be binding upon and shall inure to the benefit and detriment of the parties to the Mortgage Purchase Agreement and their respective heirs, personal representatives, successors and assigns.

Section 16. Jurisdiction of District Courts.

The Servicer hereby submits to the jurisdiction of the First Judicial District Court (Carson City) of the State of Nevada in any action or proceeding arising out of, or as a result of, this Uniform Reporting Supplement or the alleged or anticipated breach of any of the provisions, representations or warranties contained therein.