

INTERIM SERVICING AGREEMENT

THIS AGREEMENT dated and effective as of _____, _____, _____

BETWEEN:

[NAME OF SERVICER]
a corporation, with its principal office located at
[address], as servicer
("Servicer"),

and

[NAME OF PURCHASER]
a [jurisdiction] corporation, with its principal office located at
[address]
("Purchaser")

WHEREAS, _____ simultaneously herewith and Purchaser shall enter into a Flow Warranties Agreement (Servicing Released) (the "Sale Agreement"), whereby _____ shall sell, assign, convey, transfer and deliver (among other things) to Purchaser under the Sale Agreement on the Sale Date, as hereinafter defined, all right, title and interest in and to the Mortgage Loans, as hereinafter defined, all rights related thereto and Records, as hereinafter defined; and

WHEREAS, Purchaser desires to engage Servicer as an independent contractor to perform for a temporary period after the Sale Date with respect to certain of the Mortgage Loans, as designated by the Purchaser, such servicing functions as are further described herein, and Servicer desires to accept such engagement pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, Purchaser and Servicer agree as follows:

SECTION 1: DEFINITIONS

The terms used in the Agreement shall have the meaning set forth in the Sale Agreement, unless otherwise defined in this Agreement. For purposes of this Agreement:

- (a) "Business Day" shall mean any day that the banks in _____ are open for business to the public except a Saturday, Sunday or Federal holiday.
- (b) "Custodial Account" shall mean the account or accounts created and maintained pursuant to Section 4(a) of this Agreement. Each such account shall be an Eligible Account.
- (c) "Customary Servicing Procedures" shall mean the procedures, including collection procedures, and care that Servicer customarily employs and exercises in servicing and administering mortgage loans for its own account and for _____ and in accordance with accepted mortgage servicing practices of prudent lending institutions, giving due consideration to Purchaser's reliance on Servicer.
- (d) "Determination Date" shall mean the 15th day (or if such 15th day is not a Business Day, the first Business Day immediately following such 15th Day) of the month of the related Remittance Date.
- (e) "Eligible Account" shall mean an account or accounts (i) maintained with a depository institution the short term debt obligations of which are rated by _____, a division of _____ companies, in one of its two (2) highest rating categories at the time of any deposit therein, (ii) the deposits of which are insured up to the maximum permitted by the FDIC, or (iii) maintained with an institution and in a manner acceptable to FNMA and

FHLMC.

- (f) "Escrow Payments" shall mean the amounts constituting ground rents, taxes, assessments, water and sewer charges, Primary Mortgage Insurance Policy premiums, if any, fire and hazard insurance premiums, FHA insurance premiums, if any, and other payments required to be escrowed by the Mortgagor with the mortgagee pursuant to any Mortgage Loan or this Agreement.
- (g) "Mortgage" shall mean the mortgage, mortgage deed, deed of trust or other instrument creating a first lien on a first priority ownership interest in an estate in fee simple in real property securing a Mortgage Note including any assumption agreements or modifications relating thereto.
- (h) "Mortgage Loans" shall mean those mortgage loans sold and purchased pursuant to the terms of the Sale Agreement for which the Purchaser requests that the Servicer interim service such Mortgage Loans and identified on the Mortgage Loan Schedule on Exhibit A attached hereto and made a part hereof.
- (i) "Mortgage Note" shall mean the note or other evidence of the indebtedness of a Mortgagor secured by a Mortgage.
- (j) "Mortgaged Property" shall mean the real property and improvements thereon securing a Mortgage Note pursuant to the related Mortgage.
- (k) "Mortgagor" shall mean the obligor on a Mortgage Note or a person who has executed a Mortgage.
- (l) "Primary Mortgage Insurance Policy" shall mean with respect to any Mortgage Loan, the policy of primary mortgage guaranty insurance (including all endorsements thereto) issued with respect to such Mortgage Loan, if any, or any replacement policy.
- (m) "Records" shall mean, but not be limited to, work files, individual account books, documents, files, correspondence, computer records and disks, related information or data of any kind relating to the servicing and any other documents that Purchaser requests that Servicer retain for Servicer to perform its obligations hereunder. The term shall further include such records that are created by Purchaser or Servicer during the term of this Agreement that relate to the servicing of the Mortgage Loans.
- (n) "Related Escrow Accounts" means mortgage escrow accounts maintained by Servicer prior to the date hereof and required to be maintained pursuant to the terms of this Agreement, which accounts shall be maintained in accordance with all federal, state and local laws, rules and regulations.
- (o) "Remittance Date" shall mean the _____ day (or if such day is not a Business Day, the first Business Day immediately following such Business Day) of any month.
- (p) "Sale Date" shall mean the date set forth in the Sale Agreement.
- (q) "Servicing Advances" shall mean all customary, reasonable and necessary "out of pocket" costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Servicer in the performance of its servicing obligations hereunder, including but not limited to, the cost of (i) the preservation, restoration and protection of the Mortgaged Property, (ii) any enforcement or judicial proceedings, including foreclosures, (iii) the management and liquidation of the Mortgaged Property if the Mortgaged Property is acquired in satisfaction of the Mortgage Loan, and (iv) the payment of amounts required to be escrowed by the Mortgagor with the Mortgagee pursuant to any Mortgage Loan for the payment of ground rents, Primary Mortgage Insurance Policy premiums, fire and hazard insurance premiums and other such payments.

