

## NOTICE OF ASSIGNMENT, SALE OR TRANSFER OF SERVICING RIGHTS

Date

Name 1

Name 2

Mailing Address

City, State, Zip

Re: Loan #:

Property Address:

City, State and Zip

Dear Customer:

The servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned, sold or transferred from **(Current Servicer)** to LoanCare, a Division of FNF Servicing, Inc. ("LoanCare") effective [**transfer date**]. LoanCare is the sub servicer for Excel Mortgage Servicing, Inc., dba Impac Mortgage and is responsible for such things as paying your property taxes, homeowners insurance, issuing billing statements and preparing year-end statements.

### Notice of Assignment, Sale, or Transfer of Servicing Rights

The transfer of the servicing of your mortgage loan does not affect any term or condition of the mortgage instruments, other than directly related to the servicing of your loan. Except in limited circumstances, the law requires that your present servicer send you this notice at least 15 days before the effective date of transfer, or at closing.

### Your Present Servicer

Your present servicer is **(Current Servicer)**. If you have any questions relating to the transfer of servicing from **(Current Servicer)**, call Customer Service, toll-free, at (phone number) between **8:30** a.m. and **5:00** p.m., EST time on the following days: Monday through Friday.

### Your New Servicer Contact and Payment Remittance Address

Your new servicer will be LoanCare. The address to send correspondence and payments is: **P.O. Box 8068, Virginia Beach, Virginia 23450**. If you have any questions relating to the transfer of servicing to your new servicer, call LoanCare Customer Service, toll-free at **800-274-6600**, Monday through Friday from 8:00 a.m. to 10:00 p.m., Eastern Time, and Saturday from 8:00 a.m. to 3:00 p.m. Please write your LoanCare loan number on all checks and correspondence and have your number available when you call. Visit their website for more information: [www.myloancare.com](http://www.myloancare.com)

### Information Concerning Your Payments

The date that your new servicer, LoanCare, will start accepting payments from you is [**effective date**]. Mail all payments on or after that date to the provided LoanCare address. LoanCare will send you new billing statements. If you have a payment due before you receive your new billing statement, write your current [**loan number**] on your check and mail it to LoanCare at the payment address shown above. Please note that your account information is subject to change to reflect disbursements made by, and payments that are due to, **(Current Servicer)**.

If you currently have your monthly payment automatically drafted or deducted from your bank account, please be advised that this service will discontinue at the time of transfer. Please contact LoanCare to enroll in their automatic payment service. Until your automatic payments are established, please continue to mail your payments to the address shown above.

If you are currently making your mortgage payment through a third party entity (e.g. government allotment, biweekly program, bill pay service), please take the necessary steps to advise them of the change of payee to LoanCare.

The transfer of servicing rights will affect the continued availability of mortgage life, disability, accidental death insurance or any other type of optional insurance in the following manner. If you currently have optional insurance, we will not continue to bill you for the same premium. Please contact your insurance carrier to make payment arrangements.

You will receive two year end statements. You will receive a 1098 statement from LoanCare for the period of time in which they serviced your loan and a 1098 from (current servicer) for their servicing period.

Section 6 of the Real Estate Settlement Procedures Act (“RESPA”) (12 U.S.C. 2605)

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C.2605) gives you certain consumer rights. If you send a “qualified written request” to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgement within 20 Business Days of receipt of your request. A “qualified written request” is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request.

No later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 6 Business Day period, your servicer may not provide information to a consumer-reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents.

A Business Day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated.

It has been a pleasure for (**Current Servicer**) to have serviced your account.

LoanCare looks forward to providing you with prompt and professional service throughout the life of your mortgage.

Very truly yours,

(Current Servicer)