

**NORTHWEST CONTRACT COLLECTIONS, INC.** Contract#: \_\_\_\_\_

[ncci@hcc.net](mailto:ncci@hcc.net) www.nwcontractcollections.com

P. O. Box 1478 ~ Shelton, WA 98584 360-426-4855

**The undersigned BUYER/MAKER:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Ph: \_\_\_\_\_

Email address for receipts: \_\_\_\_\_

**The undersigned SELLER/HOLDER:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Ph: \_\_\_\_\_

Email address for payment notices: \_\_\_\_\_

hereby agree that Northwest Contract Collections, Inc., hereinafter referred to as NCCI, shall provide collection services as described below. This Agreement shall be governed by all the terms and conditions set forth herein.

**The attached Documents:**

Promissory Note, Deed of Trust or Security Agreement or UCC1 Filing

Real Estate Contract, Warranty Fulfillment Deed

Other: \_\_\_\_\_

dated the \_\_\_\_ day of \_\_\_\_, \_\_\_\_, with an original principal balance of \$ \_\_\_\_\_. The current principal balance is \$ \_\_\_\_\_ as of the \_\_\_\_ day of \_\_\_\_, \_\_\_\_, payable in \_\_\_\_ installments of \$ \_\_\_\_\_ ONLY /OR MORE, INCLUDING interest at \_\_\_\_% per annum from the \_\_\_\_ day of \_\_\_\_, \_\_\_\_ plus \$ \_\_\_\_\_ per month for Reserves. First payment of \$ \_\_\_\_\_ due on the \_\_\_\_ day of \_\_\_\_, \_\_\_\_, subject to a late charge of \_\_\_\_\_ if not received within \_\_\_\_ days after it's due date.

**COLLECTION TYPE:**

True Escrow (Originals Required)       Straight Collection (Copies Required)

**ACCOUNT TYPE:**

Raw Land       Commerical       Residential

**ALLOCATION OF SERVICE CHARGES:**

Seller to pay all service fees       Buyer to pay all service fees

Seller/Buyer to split all service fees equally

**ADDITIONAL SERVICES REQUESTED:**

**(See attached schedule of fees for prices)**

Paper payment receipts to Buyer       Paper payment notices to Seller  
\$1.00 each (email is free)      \$1.00 each (email is free)

To view your account online go to [www.nwcontractcollections.com](http://www.nwcontractcollections.com) and click on account inquiry OR  
Call NCCI at 360-426-4855 and we will help you with your online account set up.

## **TERMS AND CONDITIONS**

**1. ADMINISTRATION OF COLLECTION:** Once NCCI accepts this agreement, NCCI shall issue payment coupons to the BUYER \ MAKER in the manner set forth in this Agreement, and shall notify BUYER \ MAKER to pay the required sums due to NCCI as SELLER \ HOLDER collecting agent at P. O. Box 1478, Shelton, WA 98584, or such other address as directed by NCCI. NCCI shall be responsible for the performance of only those duties expressly stated in this agreement. For accounts designated "TRUE ESCROWS", NCCI is authorized to hold and tender deeds, and to deliver satisfactions of mortgages and full reconveyances to the proper parties upon full payment of the amount due.

**2. PAYMENTS:** NCCI shall accept all payments tendered on behalf of the SELLER \ HOLDER regardless of the amount or date received. Normally payments will be disbursed within a twenty-four hour period. NCCI will notify SELLER \ HOLDER of each payment received *via electronic notice (email)*. If SELLER/HOLDER requires a paper notice be sent, an additional fee may apply. If any check or ACH payment of BUYER/MAKER is dishonored for any reason, NCCI will immediately notify both parties of the dishonor. Upon receipt of such notice, SELLER/HOLDER shall, within 48 hours, reimburse NCCI for any and all proceeds that resulted from the dishonored payment. BUYER/MAKER shall remit a replacement payment to NCCI plus the NSF fee reflected on the NCCI fee schedule in force at that time. If the BUYER/MAKER does not remit to NCCI the NSF fee, it shall be deducted from the Seller's proceeds for the very next payment received from the BUYER/MAKER.

**3. SERVICE CHARGES:** As collection agent, NCCI shall be paid an initial set up fee and a service fee in accordance with NCCI's current fee schedule. The set up fee is nonrefundable, and unless otherwise specified in this Agreement the SELLER \ HOLDER fees shall be deducted from the SELLER \ HOLDER proceeds. BUYERS/MAKERS fees shall be received prior to ANY payment being accepted. NCCI's servicing fees may be changed upon 40 days written notice.

**4. REPORTS:** NCCI shall provide the SELLER \ HOLDER and the BUYER \ MAKER with a collection activity report at the end of each calendar year. NCCI will provide to the Internal Revenue Service the "1099" SELLER \ HOLDER interest income statement and the "1098" BUYER \ MAKER mortgage interest statement, as applicable.

**5. INTEREST COMPUTATION:** Unless otherwise instructed in this Agreement, interest will be calculated using a 365 day year factor, with the possible exception of the first and last payments. Payments will be administered pursuant to the terms of the Promissory Note or Real Estate Contract. SELLER \ HOLDER must consent in writing to any change in the method of interest calculation. Collections requiring a 360 day interest calculation may not pay more than 30 days interest in advance.

**6. TRANSFERS/ASSIGNMENTS/DISBURSEMENTS:** Any name change or change in SELLER \ HOLDER ownership of the proceeds being collected must be in written form that is satisfactory to NCCI. Any change in disbursement instructions as stated in this Agreement shall be in writing by the SELLER \ HOLDER and agreed to by NCCI; in those instances where the SELLER \ HOLDER has an underlying obligation which is being funded by this collection, the BUYER\MAKER must also agree in writing. If additional costs are incurred by NCCI as a result of changes, NCCI reserves the right to charge a reasonable fee for additional work, based on the hourly rate stated on NCCI's current fee schedule.

**7. LITIGATION/DISPUTES:** If NCCI receives demands from SELLER \ HOLDER or BUYER \ MAKER agents or third parties that are inconsistent with this Agreement, NCCI reserves the right to seek relief from court if NCCI is unable, in its opinion, to determine where the collections proceeds should be disbursed. The SELLER \ HOLDER hereby agrees to pay reasonable attorney's fees and costs/expenses incurred by NCCI if NCCI must pursue or respond to court proceedings. If court action is taken, SELLER \ HOLDER hereby gives NCCI a lien on the proceeds of the collection to cover NCCI's fees, costs and expenses. Additionally, SELLER \ HOLDER hereby agrees to hold NCCI harmless and agrees to indemnify NCCI from all such fees, expenses and costs incurred in any legal action, or actions in defense of this Agreement which may arise

out of this collection.

**8. LIMITATION OF DUTIES:** NCCI shall exercise reasonable care to collect, account for and disburse funds received pursuant to the instructions contained in this agreement. The SELLER/HOLDER shall be responsible for the collection and payment of any tax due on the proceeds of this account. Unless the Agreement states otherwise, NCCI is not required to report to the SELLER \ HOLDER ownership changes, cancellation (lapse) of insurance, amounts owing for real estate taxes and other assessments and liens which may attach against land being used as security for the debt, condemnations, fires or the condition of the real or personal property as described in the legal documents. NCCI may, at NCCI's option, give notices of the above to the SELLER \ HOLDER, though this notice shall not create a continuing obligation by NCCI to send subsequent notices to the SELLER \ HOLDER other than as specified in this Agreement.

**9. AMENDMENTS/TERMINATIONS/LAW:** This Agreement may be modified, amended or cancelled by written instructions mutually agreed to between the SELLER \ HOLDER and BUYER \ MAKER which are accepted by NCCI. NCCI reserves the right to cancel this Agreement and terminate this account upon 30 days written notice to the parties to this agreement. This Agreement shall be governed by laws of the State of Washington. This Agreement may be executed in duplicate originals, each of which together shall constitute one and the same original.

**10. RESERVES:** NCCI shall collect and disburse reserve deposits as set forth in this Agreement. The reserves will not affect the calculation of interest or the principal balance of this account. **It is the responsibility of the parties herein to forward any pertinent invoices, coupons or statements received that may be needed by NCCI in order to properly administer their reserve account in a timely manner.**

| Reserve Type | Amount | Pay To: | Account/Parcel # |
|--------------|--------|---------|------------------|
| Tax          | \$     |         |                  |
| Insurance    | \$     |         |                  |
| Other:       | \$     |         |                  |

**We, the undersigned, have read the above and agree to be bound thereby. This Agreement shall be binding on our heirs, successors, representatives and/or assigns.**

**Buyer / Maker:**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

**Seller / Holder:**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

~FOR OFFICE USE ONLY~

|                                              |
|----------------------------------------------|
| ACCEPTED THIS _____ DAY OF _____, _____      |
| BY: _____ FOR NORTHWEST CONTRACT COLLECTIONS |



**W-9  
Request for Taxpayer**

**Identification Number and Certification**

**BUYER:** \_\_\_\_\_

**Social Security Number:** \_\_\_\_\_

or

**Employer Identification Number:** \_\_\_\_\_

Certification - Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and payments other than interest and dividends).

**BUYER Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**11. BUYERS/MAKERS PAYMENT OPTIONS:** Unless otherwise instructed in writing buyer will make payments as follows: I (we) hereby authorize NCCI to initiate debit entries to my (our)  checking  savings (check one) account. Depository named below, hereinafter called BANK, to debit the same to such account.

Please mail payment coupons annually to the address on cover page.

ACH Debit: Please debit my payment in the amount of \$\_\_\_\_\_ from my bank account on the:

1<sup>st</sup>       5<sup>th</sup>       10<sup>th</sup>       15<sup>th</sup>       25<sup>th</sup>

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Routing/ABA Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

This authorization shall remain in full force and effect until NCCI has received written notification from me (or either of us) to terminate at such time and in such manner as to afford NCCI and BANK a reasonable opportunity to act. This agreement will further act as an authorization for NCCI to withdraw funds from a future specified BANK for payments initiated by phone. **BUYER/MAKER also understands that NCCI has the right to terminate this agreement at any time, for any reason.**



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**W-9**  
**Request for Taxpayer**  
**Identification Number and Certification**

**SELLER :** \_\_\_\_\_

**Social Security Number:** \_\_\_\_\_

or

**Employer Identification Number:** \_\_\_\_\_

Certification - Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and payments other than interest and dividends).

**SELLER Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

.....  
**12. SELLERS/HOLDERS DISPOSITION OF PAYMENTS:** Unless otherwise instructed in writing, Seller/Holder payments will be deposited to seller's bank account.

I (we) hereby authorize NCCI to initiate credit entries to my  checking  savings (check one) account at said depository named below, hereinafter called BANK, to credit the same to said account.

Bank Name: \_\_\_\_\_  Other: \_\_\_\_\_

Routing/ABA Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

The undersigned SELLER/HOLDER understand that if they elect to have NCCI disburse their proceeds directly to a lender (for an existing obligation, or other such loan) they will not hold NCCI liable for any late charges that may occur. This authorization shall remain in full force and affect until NCCI has received written notification from SELLER/HOLDER to terminate at such time and in such manner as to afford NCCI and BANK a reasonable opportunity to act.

**REQUEST FOR FULL RECONVEYANCE**

The undersigned beneficiary is the legal owner and holder of the promissory note in the original sum of \$\_\_\_\_, secured by that certain Deed of Trust dated \_\_\_\_\_, in which \_\_\_\_\_ is/are the grantor(s) and \_\_\_\_\_, a corporation, is trustee, filed for record on \_\_\_\_\_, as Auditor's File No., records of \_\_\_\_\_ County, \_\_\_\_\_.

The note and all other indebtedness secured by said Deed of Trust having been fully satisfied, the note and Deed of Trust are herewith surrendered to you for cancellation and reconveyance. You are therefore requested, upon payment of all sums owing to you, to reconvey without warranty, to the person(s) entitled thereto, the right, title, and interest now held by you thereunder.

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_