

Transfer of Servicing Agreement

This Transfer of Servicing Agreement (the Contract) is entered into by (Transferor) _____ and (Transferee) _____ to cover the transfer of mortgage loan servicing for the Veterans Housing Assistance Program (the Program).

Witnesseth

Whereas, Transferor and Transferee are participating lending institutions in the Program pursuant to an approved application to participate which incorporate the Mortgage Origination Sale and Servicing Guide dated as of the 22nd day of December 1, 1983 as revised June 24, 1985, (the Agreement); and

Whereas, Transferor desires to transfer and Transferee desires to accept and assume in writing, all of the duties and obligations of Transferor under the Agreement for the loans listed in the attached Exhibit A.

Now, therefore, in consideration of the premises and of the covenants herein contained, Transferor and Transferee hereby agree as follows:

Section One

- 1.01 All terms used herein shall have the meaning, unless otherwise expressly provided, set forth in the Agreement.
- 1.02 This Contract may be executed in any number of counterparts, each of which shall be an original; however, all such counterparts shall together constitute one and the same instrument.
- 1.03 To the extent permitted by Law, Transferor and Transferee agree that each will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably be required or appropriate to further express the intentions, or to facilitate the performance of this Contract.

Section Two

- 2.01 Transferor and Transferee represents and warrants to, and covenants with, the Board, the Administrator and each other that each is duly organized, validly existing and is in good standing under the Laws governing its creation and existence and is duly authorized and qualified to transact, in the State, any and all business contemplated by the Contract and the Agreement and possesses all requisite authority, power, licenses, and approvals, permits, and franchises, to conduct its business and to execute, deliver and comply with its obligations under the terms of the Contract and Agreement and possesses all requisite authority, power, licenses, and obligations under the terms of the Contract and Agreement and to the execution, delivery and performance of this Contract has been duly authorized by all necessary action and, assuming due authorization, execution and delivery by the other party, this Contract constitutes a valid, legal and binding obligation, enforceable in accordance with its terms, except as enforcement hereof may be limited by applicable Debtor Relief Laws.
- 2.02 Transferee hereby acknowledges receipt of the Agreement and further acknowledges that it has reviewed all of the Representation, Warranties and Covenants of the Participant contained in Section 2.01 of such Agreement and hereby makes, confirms, represents and warrants to and covenants with, the Board and the Administrator that it is in compliance with, and will observe and comply with, all of such representations, warranties and covenants.
- 2.03 In accordance with the terms of the Agreement, Transferor transfers and Transferee hereby assumes all duties and obligations of the Transferor under the Agreement without limitation including any such duties and obligations that arise from the origination or prior servicing of the Mortgage Loans.

In witness whereof, this contract has been executed by the duly authorized officers of Transferor and Transferee to be effective as of the _____ day of _____, 20____.

Transferor

Servicer A: _____

By: _____

Name: _____

Title: _____

Transferee

Servicer B: _____

By: _____

Name: _____

Title: _____

Nationstar Mortgage LLC as Administrator consents to the transfer of servicing subject to the terms provided above.

Date: _____

By: _____

Name _____

Title: _____