



**Instructions control.** Bank's duties are determined from these instructions alone and without reference to other agreements, including a deposited promissory note, regardless whether such other agreements differ from (as to parties or otherwise) or are more complete than, these instructions.

**Interpretation of instructions.** These instructions are to be interpreted strictly.

**Effective date.** The effective date hereof is the date of acceptance of the account, or the first installment due date, or the date that money, if any, was paid (on the account) directly by payer to payee prior to acceptance, whichever is earliest, Money received by bank prior to acceptance is deemed to be received on the date of acceptance.

**Changes in fee schedule.** Future changes by bank in its schedule of fees (basic and special) are applicable to fees that become due thereafter.

**Annual fee.** An annual fee is due and earned when each full or partial account year begins. The first account year begins on the effective date hereof.

**Deduction for fees.** Fees, and other claims in connection with the account, due from payer, may be deducted from money received, leaving the balance for application to interest and principal. fees, and other claims in connection with the account, due bank from payee, may be deducted from money otherwise available for disbursement.

**Uncollected check.** the amount of an uncollected check or other item is applied without waiting for collection, but disbursement may be delayed. If a check or other item is not collected and disbursement has occurred, bank may recover from payer or payee (or a security assignee).

**Set-off.** Fees and other claims in connection with the account, due bank from payer or payee or security assignee, may be set-off against any deposit account that the debtor has with the bank. Also, to secure the payment of such fees, and other claims due bank from payee, payee grants to bank a security interest in any promissory note deposited herewith

**Payments directly to payee.** Bank is not required to apply to balances money paid by payer directly to payee. However, as to money so paid prior to acceptance of the account and reported in writing by payee prior to acceptance, the bank will apply to balances.

**Adjustment of balances.** Upon written request from payee, and security assignee, bank may, in its discretion, adjust balances to reflect money paid by payer directly to payee or assignee, forgiveness of debt, or other transaction.

**Directions by payer as to application, etc., of money.** Money received with directions to apply to interest and principal or allocate to installments in a manner inconsistent with the payment arrangement, or disburse in a manner inconsistent with disbursement instructions, will not be applied and will be disbursed back to the person who paid it.

**Satisfaction of installments.** For purposes of satisfaction of installments, a regular installment is considered to be scheduled before an irregular installment due on the same date.

**Substitution of payer.** Bank is required to recognize a substitute payer if directed to do so by payee in writing. However, without such direction, bank may recognize a person as a substitute for payer if it is reasonable to do so.

**Absolute transfer by payee.** Bank is not required to recognize an absolute transferee of payee unless payee acknowledges the transfer in writing and transferee joins in these instructions. However, without such acknowledgment bank may recognize a person whom it reasonably determines to be the absolute transferee of payee.

**Transfer by bank.** Bank may assignee its duties hereunder (and thereby be released from its duties) to any corporation regularly engaged in the business of providing, in Alaska, the service the bank is required to provide hereunder.

**Termination by bank.** Bank may terminate the account upon 30 days notice to payer and payee, without opportunity to cure, either if a delinquency continues for a period of one year, or if fees, or other claims in connection with the account, due bank remain unpaid for a period of 60 days, or if the account has been in existence for 30 years or longer.

**Security assignment.** Bank is not required to recognize a security assignee of payee if bank is notified of the assignment after the date of acceptance hereof. Among the terms and conditions of any such recognition is that the account cannot be terminated by notice from payee unless all assignees join in the notice.

**Amendment.** With the bank's approval, instruction may be amended

**Deposited document.** Bank is not required to determine (or consider) the effectiveness, correctness, validity, adequacy, or appropriateness, of any document deposited.

**Notice to bank.** Bank is deemed to have notice only when notice is actually is received at its Escrow Department office, which does not include any branch office of bank.

**"No Balance" payment arrangement.** References throughout these instructions to interest, principal, and payoff are in-applicable if the payment arrangement is of the "no balance" type. Instead of being applied to balances, money is directly allocated to installments.

**Claim against bank after termination.** A claim against bank is unenforceable unless an action is commenced within 90 days after termination.

**Bank's liability.** Bank's failure to perform or fulfill the covenants or conditions hereof is not actionable unless it is willful or constitutes gross negligence.

**Entire agreement.** These instructions constitute the entire agreement. Bank has not made representations or assurances not stated herein.

**Singular includes plural.** wherever the context requires, the singular includes the plural.

**Multiple payee.** Where there is more than one payee, notice to the prime payee is notice to all of them. The payee whose name appears first on these instructions is the prime payee unless bank is advised in writing by all payees. notice includes demand.

**Electronic Funds Transfer.** Disbursement will be governed by the rules of the Northwest Clearing House Associates then in effect. If a check or other item upon which EFT disbursement was based is not collected, you may recover from the undersigned by an adjusting debit entry, which you are hereby authorized to initiate in accordance with said rules. The undersigned will hold you harmless from, and will defend and indemnify you against, any and every claims or loss that may arise from your complying with this authorization. Acceptance of these instructions by The First National Bank Alaska is subject to acceptance of the EFT disbursement by the receiving financial institution. In accordance with the said rules, The First National Bank Alaska will send a pre-note test to the receiving financial institution, and if such test is accepted, these instructions will be implemented within 20 days of receipt. In the event the receiving financial institution will not accept the pre-note test, and upon notification to the undersigned, alternate written disbursement instructions will be provided.

Please initial here: Payee \_\_\_\_\_ Payee \_\_\_\_\_

Prepared by: \_\_\_\_\_ Company: \_\_\_\_\_ on \_\_\_\_\_

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

Company Reference Number: \_\_\_\_\_

# First National Bank Alaska

## Escrow/Collection Instructions – Exhibit A (Disbursements to payee(s))

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

Account No.: \_\_\_\_\_

**To The First National Bank Alaska:** Of money remaining for disbursement, **after disbursement to prior mortgagee and/or security assignee, if any. Funds are disbursed by percentage only. The total of all percentages must equal 100%.**

### Payee(s) Disbursements

Disburse \_\_\_\_\_ % to \_\_\_\_\_, payee(s), by  
 depositing to FNBA account # \_\_\_\_\_ Checking Savings  
 mailing cashier's check payable to: \_\_\_\_\_  
at \_\_\_\_\_  
 EFT: Financial Institution \_\_\_\_\_  
Routing # \_\_\_\_\_  
Address \_\_\_\_\_  
For Deposit to:  Checking  Savings Account No: \_\_\_\_\_  
*(Please attach a deposit slip, if possible)*

Disburse \_\_\_\_\_ % to \_\_\_\_\_, payee(s), by  
 depositing to FNBA account # \_\_\_\_\_ Checking Savings  
 mailing cashier's check payable to: \_\_\_\_\_  
at \_\_\_\_\_  
 EFT: Financial Institution \_\_\_\_\_  
Routing # \_\_\_\_\_  
Address \_\_\_\_\_  
For Deposit to:  Checking  Savings Account No: \_\_\_\_\_  
*(Please attach a deposit slip, if possible)*

Disburse \_\_\_\_\_ % to \_\_\_\_\_, payee(s), by  
 depositing to FNBA account # \_\_\_\_\_ Checking Savings  
 mailing cashier's check payable to: \_\_\_\_\_  
at \_\_\_\_\_  
 EFT: Financial Institution \_\_\_\_\_  
Routing # \_\_\_\_\_  
Address \_\_\_\_\_  
For Deposit to:  Checking  Savings Account No: \_\_\_\_\_  
*(Please attach a deposit slip, if possible)*

Disburse \_\_\_\_\_ % to \_\_\_\_\_, payee(s), by  
 depositing to FNBA account # \_\_\_\_\_ Checking Savings  
 mailing cashier's check payable to: \_\_\_\_\_  
at \_\_\_\_\_  
 EFT: Financial Institution \_\_\_\_\_  
Routing # \_\_\_\_\_  
Address \_\_\_\_\_  
For Deposit to:  Checking  Savings Account No: \_\_\_\_\_  
*(Please attach a deposit slip, if possible)*

### Consecutive Disbursement Balance Record

Account No: \_\_\_\_\_

Disburse \_\_\_\_\_ % to \_\_\_\_\_, payee(s), by  
 depositing to FNBA account # \_\_\_\_\_ Checking Savings  
 mailing cashier's check payable to: \_\_\_\_\_  
at \_\_\_\_\_  
 EFT: Financial Institution \_\_\_\_\_  
Routing # \_\_\_\_\_  
Address \_\_\_\_\_  
For Deposit to:  Checking  Savings Account No: \_\_\_\_\_  
*(Please attach a deposit slip, if possible)*

**until** \_\_\_\_\_ and an amount equal to \_\_\_\_\_ % a year (from \_\_\_\_\_) of the declining balance thereof has been disbursed;

**thereafter**, disburse the same percentage to \_\_\_\_\_, payee(s), by  
 depositing to FNBA account # \_\_\_\_\_ Checking Savings  
 mailing cashier's check payable to: \_\_\_\_\_  
at \_\_\_\_\_  
 EFT: Financial Institution \_\_\_\_\_  
Routing # \_\_\_\_\_  
Address \_\_\_\_\_  
For Deposit to:  Checking  Savings Account No: \_\_\_\_\_  
*(Please attach a deposit slip, if possible)*

s/ \_\_\_\_\_, Payee

s/ \_\_\_\_\_, Payee

s/ \_\_\_\_\_, Payee

s/ \_\_\_\_\_, Payee

Disbursements will be governed by the rules of the Northwest Clearing House Association then in effect.

If a check or other item upon which EFT disbursement was based is not collected, you may recover from the undersigned by an adjusting debit entry, which you are hereby authorized to initiate in accordance with said rules.

The undersigned will hold you harmless from, and will defend and indemnify you against, any and every claim or loss that may arise from your complying with this authorization.

Acceptance of these instructions by The First National Bank Alaska is subject to acceptance of the EFT disbursement by the receiving financial institution. In accordance with the said rules, The First National Bank Alaska will send a pre-note test to the receiving financial institution, and if such test is accepted, these instructions will be implemented within 20 days of receipt. In the event the receiving financial institution will not accept the pre-note test, and upon notification to the undersigned, alternate written disbursement instructions will be provided.

Please initial here:      Payee \_\_\_\_\_      Payee \_\_\_\_\_      Payee \_\_\_\_\_      Payee \_\_\_\_\_