## First National Bank Alaska

## Escrow Collection Instructions By Payee Only

Dated:	Account No.:					
Check squares or fill in blanks only if applicable. Do	not alter form or refer to provisions of other documents.					
To First National Bank Alaska,	, payer					
whose mailing address is:	, , , , , , , , , , , , , , , , , , ,					
is obligated to pay money to the undersigned payee. You are instructed to receive and disburse it. Bank's duties are determined from these instructions alone and without reference to other agreements, including deposited documents, regardless whether such other agreements differ from (as to parties or otherwise), or are more complete than, these instructions.						
The type of payment arrangement is: (Required)  □ "interest only" type, and its terms are stated in Exhibit C  □ "including interest" type, or "non-installment" type and its terms are stated below:  □ "plus interest" type (see Note 1) and its terms are stated below:  Note 1: If this is a "plus interest" type of account, interest is due on the same day that an installment, regular or irregular, is due. Except to the extent that it has accrued, interest cannot be paid prior to its due date. Since money paid is first applied to interest accrued as of the date of the application, an installment cannot be satisfied unless the amount paid at least equals the installment plus accrued interest.  Terms ("including interest" type or "non-installment" type or "plus interest" type)  1. Beginning principal is \$	3. The first installment is due on and the last installment is due on 4. Installments are due on the same day of the calendar month  5. The installment amount is \$ 6. Any amount of money may be paid at any time.					
Annual interest rate is %; daily interest rate is 1/365 of that rate  Rate  Date	<ul> <li>7. Money paid is allocated to installments on the day that cash, check, or other item is received or as soon thereafter as practicable.</li> <li>8. To the extent of its amount, money paid satisfies installments in their scheduled order (including an unlimited number of installments not yet due).</li> </ul>					
%	(Required)					
% (not more than 2)	☐ Payee(s) Disbursement Instructions:  *Complete attached Exhibit A-Payee Disbursement Instructions					
, , ,	The following documents are deposited herewith:					
Interest accrues from     There is no interest on interest						
Regular installment period is □ monthly □ quarterly						
□ semi-annually □ annually	Paid in Full: When all principal and interest have been paid, cancel any promissory note					
6. First regular installment is due on	and deliver above listed documents to payer (any of the payers), or order.  ☐ No promissory note or other document is deposited herewith.					
7. Regular installments are due on the same day of the calendar month	Close by Payee:					
8. Regular installment amount is \$	Upon written notice from payee, terminate the account and deliver any documents deposited herewith as directed in the notice.					
Amount Due Date  \$ \$	Fees: (Required) Receipt of your current fee schedule is acknowledged. Your setup and first year's annual fee are tendered herewith. Collect future annual fees as follows:					
(no more than 2)	□ all from payer □ all from payee					
Irregular installments, in addition to regular installment, are as follows:     Amount     Due Date	□ one-half from payer and one-half from payee  Late Charges: (Available only in connection with "including interest" type, payment arrangement)					
\$ \$	Commencing with the installment due, if an					
\$	installment is unsatisfied for days (not fewer than 5 or					
\$	more than 90), there is a late charge of					
\$	□ \$ □ % of the unsatisfied part of the installment					
(no more than 5)  10. All unpaid principal and interest is due on	A late charge is based on failure to satisfy an installment or part of an installment (when an amount exceeds \$15.00) within a prescribed time. If your instructions specify a date on which all unpaid principal and interest is then due, there is no late charge for failure to pay the same, within any time period. There is only one late charge with respect to a particular installment. There is no interest on late charges, and late charges are in addition to interest. Money paid (after deduction of fees due from payer) is applied to late charges, interest and principal, in that order. Money paid, and not applied to late charges, satisfies installments in scheduled order.					
	Attached hereto are Exhibits:   C (interest only)					
	□ D (payment arrangement changes) □ F (security assignment)					
	☐ G (prior mortgage). Such exhibit(s), the terms and conditions stated on					
Original singstones of all and the control of	the reverse side, and the above are your instructions					
Original signatures of all parties required. Type/print name and address below signature line.  Payee Signature:  Payee Signature:						
Payee Name:	Payee Name:					
Mailing Address:	Mailing Address:					
City/State/Zip: City/State/Zip:						
First National Bank Alaska Use Only						
Date accepted By: Rec'd \$:						

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**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 First National 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 valance 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 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 instruction s to interest, principal, and payoff are inapplicable 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 (EFT). Disbursement will be governed by the rules of the National Automated 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 First National Bank Alaska is subject to acceptance of the EFT disbursement by the receiving financial institution. In accordance with the said rules, 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.

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Prepared by:	Company:	Date:
Mailing Address:		
Company Reference Number:		

Please initial hore: Payee

## **First National Bank Alaska**

## **Escrow Collection Instructions – Exhibit A**

(Disbursements to payee(s))

Dated:		Account No.:			
	National Bank Alaska: Of money remaining for disbursemen				rity
	e, if any. Funds are disbursed by percentage only. The to	otal of all percen	tages must equal 100%	Ď.	
Disburse	s) Disbursements  • % To:				
	Depositing to First National Bank Alaska account #:				, payee(s), by
	. 3			☐ Checking	☐ Savings
	Mailing cashier's check payable to:				
	At:				
	EFT: Financial Institution:				
	Routing #:				
	Address:				
	For Deposit to:   Checking   Savings Account N	lo.:			
	(Please attach a voided check, if possible)				
Disburse					, payee(s), by
	Depositing to First National Bank Alaska account #:			☐ Checking	☐ Savings
	Mailing cashier's check payable to:				
	At:				
	EFT: Financial Institution:				
	Routing #:				
	Address:				
	For Deposit to: ☐ Checking ☐ Savings Accoun	t No.:			
	(Please attach a voided check, if possible)				
Disburse	e % To:				, payee(s), by
	Depositing to First National Bank Alaska account #:			☐ Checking	☐ Savings
	Mailing cashier's check payable to:				
	At:				
	EFT: Financial Institution:				
	Routing #:				
	Address:				
	For Deposit to:   Checking   Savings Account N	lo :			
	(Please attach a voided check, if possible)	10			
Disburse					, payee(s), by
	Depositing to First National Bank Alaska account #:				☐ Savings
	Mailing cashier's check payable to:				
	At:				
	EFT: Financial Institution:				
_	Routing #				
	Address:				
	For Deposit to:   Checking   Savings Account N	lo :			
	(Please attach a voided check, if possible)	10			
Consec	cutive Disbursement Balance Record		Account No.:		
Disburse	e % To:				, payee(s), by
	Depositing to First National Bank Alaska account #:			☐ Checking	☐ Savings
	Mailing cashier's check payable to:			Cricoking	Cavingo
_	At:				
	With instructions (if any) to deposit to:				
	EFT: Financial Institution:				
	Routing #:				
	Address:				
	For Deposit to: ☐ Checking ☐ Savings Account N (Please attach a voided check, if possible)	lo.:			
Until:		rom )	of the declining balance	thereof has be	een disbursed;
thereaft	er, disburse the same percentage to	<u> </u>			, payee(s), by
	Depositing to First National Bank Alaska account #:			☐ Checking	□ Savings
	Mailing cashier's check payable to:			- Checking	□ Savings
	At:				
	With instructions (if any) to deposit to:				
	EFT: Financial Institution:				
	Routing #:				
	Address:				
	For Deposit to:   Checking   Savings Account N	lo.:			
Pavee S	(Please attach a voided check, if possible) signature:	Payee Signatu	re:		
Payee S	ignature:	Payee Signatu	re:		

Disbursements will be governed by the rules of the National Automated 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 First National Bank Alaska is subject to acceptance of the EFT disbursement by the receiving financial institution. In accordance with the said rules, 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: