



TRANSFER OF SERVICING AGREEMENT

Personal information you provide may be used for secondary purposes [Privacy Law, s.15.04(1)(m)].

THIS AGREEMENT, made this _____ day of _____, _____, by and between _____ ("Assignee") and _____ ("Assignor"),

WITNESSETH:

WHEREAS, Assignee has entered into a Servicing Agreement with the State of Wisconsin, Department of Veterans Affairs ("WDVA") pursuant to which it services Primary Mortgage Loans for WDVA ("Assignee Servicing Agreement"); and

WHEREAS, Assignor has entered into a Servicing Agreement with WDVA pursuant to which it services Primary Mortgage Loans for WDVA ("Assignor's Servicing Agreement");

WHEREAS, Assignor desires to assign to Assignee its right to service certain Primary Mortgage Loans which it is presently servicing under the Assignor Servicing Agreement and certain Primary Mortgage Loans which Assignor will originate in the future ("Loans"), and Assignee desires to service the Loans pursuant to Assignee Servicing Agreement;

NOW, THEREFORE, In consideration of the premises and covenants herein contained, it is mutually agreed as follows:

1. Assignor hereby agrees to assign to the Assignee its right to service the Loans and Assignee agrees to service the Loans pursuant to the Assignee Servicing Agreement.
2. Assignor and Assignee agree to comply with the Transfer of Servicing Instructions in the Servicer's Guide to WDVA which are made a part hereof by reference.
3. Assignor represents to Assignee as to Loans it is presently servicing that:
 - A. It has delivered to Assignee an up-to-date and accurate servicing report on the Loans in form prescribed by WDVA;
 - B. It has delivered and transferred to Assignee all escrow deposits for the Loans required by the Loan documents;
 - C. It has complied with all of its duties and responsibilities under the Assignor Servicing Agreement and is not in default under the terms thereof with respect to the Loans;
 - D. As of the date hereof none of the mortgaged properties securing the Loans are, to its knowledge, damaged by fire, wind storm or other casualties;
 - E. It has fully identified such Loans on the Loan Servicing Transfer form, WDVA 1301, attached hereto and will identify any Loans for which servicing is transferred in the future by submitting to WDVA a completed Loans Servicing Transfer form as such transfers are effected.

4. Assignor will from time to time upon the request of Assignee deliver to Assignee all information and records it has retained relating to the Loans (or copies of such information and records) and execute and deliver to Assignee any further documents necessary to effect transfer of servicing rights to the Loans.
5. Assignor agrees that this Agreement shall not relieve or release Assignor from any warranties and obligations to WDVA under the Loans or from any liabilities under or obligations which may have accrued to this date in relation to the Loans it is presently servicing and is assigning hereby or which may accrue in relation to Loans originated or assigned by Assignor in the future under the Assignor Servicing Agreement or Assignor's Lenders Warranties to WDVA with respect to the Loans.
6. Assignee does by this Agreement, purport to secure and accept the assignment of the right to service such Loans originated by the Assignor in the future as the Assignor elects to assign to Assignee.
7. This Agreement shall not affect any liability or obligation of Assignor to WDVA under its Veterans Housing Loan Processing and Closing Contract except as specifically provided in this Agreement as to future servicing.
8. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of the day and year first above written.

Assignee (Name)

BY _____

BY _____

Assignor (Name)

BY _____

BY _____

Transfer of Servicing Agreement accepted

this _____ day of _____, _____.

State of Wisconsin,
Department of Veterans Affairs

BY _____

WDVA 1300
TRANSFER OF SERVICING AGREEMENT

Purpose: To document Servicer's (Assignor's) intent to assign its right to service certain WDVA Primary loans and state the conditions of Assignor's and Assignee's mutual agreement regarding transfer of servicing.

Prepared By: Assignor and Assignee.

Original Mailed To: Wisconsin Department of Veterans Affairs
ATTN: Loan Accounting
P.O. Box 7843
Madison, WI 53707-7843

Instructions

Enter execution date of Agreement.

Enter corporate name of Assignee on pages 1 and 2.

Enter corporate name of Assignor on pages 1 and 2.

This Agreement is executed by authorized representatives of Assignor and Assignee and submitted to WDVA for acceptance.

When WDVA accepts agreement, copies of fully executed Transfer of Servicing Agreement are mailed to Assignor and Assignee.