



MORTGAGE SERVICING AGREEMENT

INTERIM SERVICING AGREEMENT dated as of **INSERT DATE** ("Mortgage Servicing Agreement") by and between **LENDERS NAME** ("Buyer") a Florida corporation with its principal office located at and **LENDERS ADDRESS** ("Servicer"), and **Allstate Funding Corporation**, with its principal office located at 4021 W. Waters Ave., Tampa, FL 33614.

Recitals

1. Buyer and Allstate Funding Corporation ("AFC") entered into a Non Recourse Bill of Sale and Assignment dated as of **INSERT DATE** (the "Assignment"), pursuant to which AFC sold to Buyer all beneficial right, title and interest in and to the mortgage loans described on Exhibit A (the "Mortgage Loans") and the related servicing rights.
2. Servicer is now servicing the Mortgage Loans on behalf of **LENDERS NAME**. Buyer wishes Servicer to continue servicing the Mortgage Loans for it from the date of the Assignment through **Date Paid in Full**.

Accordingly, in consideration of the mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Term.** The term of this Interim Servicing Agreement shall commence as of the date hereof, and shall terminate on the Termination Date as provided by Section 7 below.
2. **Relationship of Servicer.**
 - (a) Except as specifically provided herein, in performing its duties and obligations hereunder, Servicer is an independent contractor and not an agent of Buyer.
 - (b) Servicer acknowledges that all collections Servicer may receive on Mortgage Loans serviced during the term of this Agreement are for the account of the Buyer. For convenience of administration, any collections may continue to be held in the bank accounts heretofore employed by Servicer for such purpose, *provided* that such funds shall be maintained in accordance with this Agreement and shall not be commingled by Servicer with its own funds.
 - (c) Servicer shall bear all costs of servicing the Mortgage Loans.
 - (d) Servicer shall be responsible for payment of any interest on escrow deposits, to the extent required by law up to the Termination Date.



- (e) Servicer shall maintain and employ throughout the term hereof a sufficient number of qualified employees to perform the servicing activities to be carried out hereunder on a professional basis in the manner carried out by Servicer when it was the Servicer of the Mortgage Loans for **ENTER LENDERS NAME**. Servicer shall maintain throughout the term hereof physical facilities from which the servicing activities can be performed in a manner consistent with the foregoing.

3. **Servicing Activities.** During the term of this Interim Servicing Agreement:

- (a) **Collections.** Servicer shall on behalf of Buyer, diligently collect all payment due by obligors as they become due, including but not limited to (i) principal, (ii) interest, (iii) advances for hazard insurance premiums, payments with regard to prior liens, taxes, legal fees, foreclosure costs, and other miscellaneous advances, (iv) late charges, (v) NSF charges, and (vi) payments for optional insurance premiums, such efforts to include but not be limited to the specific duties set forth herein.
- (b) **Advances.** Servicer shall not be obligated to make any advances, but Buyer authorizes it to do so and agrees to repay the amount of all advances made by Servicer prior to and during the date of this Agreement, and Servicer may deduct such amount from collections as of the Termination Date.
- (c) **Servicing Fee and Reporting.** Servicer shall remit to Buyer all collections net of fees and advances due Servicer under this Agreement and provide Buyer with a servicing report as of the Termination Date.

4. **Foreclosure.** During the term of this Agreement, Servicer agrees to take the following actions with respect to defaulted Mortgage Loans:

- (a) Consult with Buyer to determine in whose name foreclosure proceedings should be instituted.
- (b) Perform all foreclosure activities mutually agreed upon by Buyer and Servicer.

5. **Insurance.** Servicer shall maintain at its expense and keep in effect through out the term hereof, fidelity bond and errors and omissions coverage covering all its employees handling funds, monies, documents and papers related to the servicing of the Mortgage Loans.

6. **Compensation.** During the Interim Servicing Period, Servicer shall be entitled to retain as compensation for its servicing of the Mortgage Loans an amount equal to 2% of the Mortgage Loan that is transferred to Buyer on the Transfer Date. As additional compensation, Servicer shall also retain 50% of any prepayments penalties received and any benefit derived from



Servicer's custodial and escrow accounts between the date of this Agreement and the Transfer Date and all ancillary income.

7. **Termination.** This Interim Servicing Agreement will terminate on the **date the loan is paid in full** (the "Termination Date") unless terminated sooner by both parties upon mutual written agreement, but the obligations under Section 8 (Indemnification) shall survive termination

8. **Indemnification.** The parties agree as follows:
 - (a) Servicer shall indemnify and hold Buyer harmless from and against, and shall reimburse Buyer for, any losses, damages, deficiencies, claims, liabilities, causes of action or expenses of any nature (including reasonable attorneys' fees and costs) which result from breach by Servicer of any of the covenants and agreements contained in this Agreement.

 - (b) Buyer shall indemnify and hold Servicer harmless from and against, and shall reimburse Servicer for, any losses, damages, deficiencies, claims, liabilities, causes of action or expenses of any nature (including reasonable attorneys' fees and costs) which result from any servicing of the Mortgage Loans at any time other than during the period from the date of this Agreement to the Termination Date.

9. **Miscellaneous.**
 - (a) **Reasonable Access.** Servicer shall give Buyer and its authorized representatives reasonable access to all documents, files, books, records and accounts, related to the Mortgage Loans, and permit Buyer to make such inspections thereof as Buyer may reasonably request during normal business hours, *provided, however*, that such investigation or inspection shall be at Buyer's expense and conducted in such a manner as to not interfere unreasonably with Servicer's business operations.

 - (b) **Modification.** This Agreement may not be modified or changed except by an instrument in writing duly executed by all the parties hereto.

 - (c) **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

 - (d) **Notices.** All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or mailing thereof, as the case may be, sent by registered or certified mail, return receipt requested, postage prepaid to Servicer, or to such other address as Servicer or Buyer shall have specified in writing to the other party.



IN WITNESS WHEREOF, each of the undersigned parties to this Interim Servicing Agreement has caused this Interim Servicing Agreement to be duly executed in its corporate name by one of its duly authorized officers, as of the date first above written.

ACCEPTED AND AGREED BY:

LENDERS NAME

Signature _____ Date _____

Name _____ Title _____

Allstate Funding Corporation

Signature _____ Date _____

Name _____ Title _____



Exhibit A
List of Mortgage Loans

ACCT	BORROWER	Closed	Amount	Next Due
TBD	John Smith	07/21/2008	\$50,000.00	09/01/2008