



Seller Monitoring Agreement for Real Estate Contracts

Per the Real Estate Contract ("Contract"), if the buyer is late in making his/her payment, you may make a demand in writing for that payment, and other fees due, including any late charges, scheduled balloon payments and/or attorney fees associated with sending the letter ("Demand Letter").

New Mexico Escrow Solutions ("NM Escrow") can monitor your account and if the buyer's payment is late, NM Escrow will act on your behalf and appoint an attorney for the limited purpose of sending a Demand Letter ("Monitoring Service"). **There is NO charge for this Monitoring Service**; however, if the buyer fails to make the payment due and you elect to take back the Contract property, you will be responsible for the attorney fees, tax and postage associated with the Demand Letter sent by the attorney.

The Monitoring Service does NOT include monitoring of any underlying mortgage(s). Monitoring of any underlying mortgage(s) is your responsibility. You must forward any notice that affects payment amount or disruption of the amortization of any underlying mortgage(s) to NM Escrow within 10 days of receipt from the underlying mortgage company or mortgage servicer. Neither NM Escrow, nor the attorney issuing the Demand Letter has access to the underlying mortgage information and therefore cannot and will not monitor the underlying mortgage account(s).

By my signature below, I authorize and instruct NM Escrow to monitor my NM Escrow account and if the buyer does not make timely payment, to appoint an attorney for the limited purpose of issuing a Demand Letter on my behalf on the day indicated below. I understand the attorney will not represent me for any other purpose or service unless otherwise agreed to in writing. I authorize the use of this process as the exclusive means to send Demand Letters regarding this account until revoked in writing by me, NM Escrow or the attorney. I understand that any Demand Letter will rely on NM Escrow's records and processes. Further, if the buyer fails to timely pay the amount required in the Demand Letter and I elect to take back the Contract property, I agree to pay the attorney for the cost of the Demand Letter, plus tax and postage.

To establish Monitoring Service, COMPLETE the BOX below, SIGN below and send this Form to the Email, Fax Number or Address at the bottom of this letterhead.

I want the attorney to send a Demand Letter _____ DAYS after the payment is due. If this space is left blank, the Demand Letter will be sent the day the late charge is assessed.

Account Number: _____ Email: _____

Phone: Home: _____ Work: _____

Seller Name

Seller Name

Seller Signature

Date

Seller Signature

Date