

RESIDENTIAL MORTGAGE ORGINATOR SERVICES AGREEMENT

Mortgage Originator:

Applicant(s):

Property Address:

This Residential Mortgage Originator Services Agreement (the "Agreement") sets forth, among other things, a general description of some of the services that the above-named residential mortgage originator ("we," "us" and "our") will provide in connection with your residential mortgage loan application, and our compensation for such services.

OUR RELATIONSHIP WITH YOU

This Agreement creates a fiduciary relationship between you and us. As a result of this relationship, we owe you certain fiduciary duties, including by way of example and not limitation, the duty to act honestly, loyally and in your best interest; the duty to follow your intructions; and the duty to disclose to you all material facts of which we have knowledge.

DESCRIPTION OF OUR SERVICES

Our services are advisory and administrative in nature. We will enter into separate independent contractor agreements with various lenders. While we seek to assist you in meeting your financial needs, we do not distribute the products of all lenders or investors in the market. Furthermore, while we will attempt to obtain the best possible terms, we cannot gurantee the lowest price or best terms available in the market. Finally, we cannot gurantee acceptance into any particular loan program or promise any specific loan terms or conditions. Our services may include, but are not limited to, the following:

- Taking information from you and filling out a loan application;
- Analyzing your income and debt and pre-qualifying you to determine the mortgage for which you qualify;
- Educating you in the home financing process, advising you about the different types of loan products available, and demonstrating how closing costs and monthly payments could vary under each product;
- Collecting financial information (such as tax returns, bank statments amd the like) and other related documents that are part of the application process;
- Initiating and/or ordering; verifications of employment (VOEs); verifications of deposit (VODs); requests for mortgage and other loan verifications; appraisals; and inspections of engineering reports;
- Providing required federal and state disclosures and notices to you;
- Assisting you in understanding and clearing credit problems;
- Maintaining regular contact with you and others involved in the application process (such as realtors and the lender) between application and closing to apprise you and them of the status of the application and gather any additional information as needed;
- Ordering legal documents;
- Determining whether the property is located in a flood zone or ordering such service; and
- Participating in the loan closing

We will continue to provide these services until your loan is closed or you terminate our services for any reason, whichever occurs earlier.

OUR COMPENSATION

The lenders whose loan products we distribute generally provide their loan products to us at a wholesale rate. The retail price we offer to you (that is, your interest rate, points, fees and charges) will include our compensation. Examples of our total compensation are as follows:

- **We may receive all of our compensation from you.** We may charge you a fee (often designated as a "mortgage broker fee, "broker fee," and/or "origination fee") for our services, but we would not receive any compensation from the lender.
- **We may receive all of our compensation from the lender.** Compensation received from the lender may not be based on the terms or conditions of your loan, such as your interest rate or loan program. Compensation will be calculated according to the terms of our agreement with the lender, which may provide for payment based on a percentage of your loan amount, the quality of the loans we have submitted to the lender in the past, or other factors that are permitted by applicable law. While our compensation may not be based on the terms of your loan, the interest rate on your loan may be higher that would be the case if you paid our compensation directly.

In all cases, our total compensation will be reasonably related to the total value of goods or facilities provided or services performed by us in connection with your loan application. The total amount of our compensation will be disclosed to you prior to closing

ADVANCE FEES

Listed below are estimates of the fees you must pay in advance in connection with your loan application. You may also be obligated to pay other charges that are not disclosed in this Agreement. Estimates of such other charges are shown on the Good Faith Estimate of settlement charges and are generally nonrefundable unless law requires other wise.

Fee	Description	Amount	Terms and Conditions
Application Fee	Covers the cost of determining whether you qualify for the loan, and/or processing, verifying and preparing your loan application for submission to a lender.	\$	Nonrefundable unless otherwise provided by applicable law.
Appraisal Fee	Paid to an appraiser to determine the value of the property securing repayment of the loan.	\$	The full amount will be refunded until the appraisal is performed; once the appraisal is performed, the fee becomes nonrefundable.
Credit Report Fee	Paid to a credit reporting agency for a report that discloses, among other things, your past credit payment history.	\$	The full amount will be refunded until the credit report is provided; once the credit report is provided the fee becomes nonrefundable.
Other Third Party Fee:	Paid for goods provided or services performed.	\$	The full amount will be refunded until the goods are provided or the services are performed; once the goods are provided or the services are performed, the fee becomes nonrefundable.

Generally, these services will be performed within 60 days from the date of this Agreement. If the actual cost exceeds the estimate, you agree to pay any shortfall. We will refund any amounts collected in excess of the actual cost.

TRUST ACCOUNT INFORMATION

If we have solicited or received any advance fees, we will deposit such fees into the following designated trust account:

We will be entitled to disburse monies from the trust account once the above services have been performed.

MAXIMUM INTEREST RATE

The maximum rate of interest to be charged on any residential mortgage loan obtained by us on your behalf will _____ percent (_____ %)

OTHER SIGNIFICANT INFORMATION

While we will make a good faith effort to process your loan application as expeditiously as possible, certain types of situations that are unknown to us at the time your application is taken could affect the processing of your loan application and the fees and charges you may be obligated to pay, including, but not limited to, the following:

1. an appraisal value of the property that is different from the value as estimated by you;
2. credit obligations that you fail to disclose;
3. a change in your financial circumstances that would result in your ineligibility for the loan; and
4. a material change or discontinuation of a loan program by an investor or other entity, such as the U.S. Department of Housing and Urban Development, the Veterans' Administration or a private investor.

YOUR RIGHT TO CANCEL THIS AGREEMENT

You have an unconditional right to rescind this Agreement at any time until midnight of the third business day after the day which the Agreement is signed. To cancel, you must provide written notice to us expressing your intention not to be by this Agreement at our address stated in this Agreement. If you send a notice of cancellation to us by mail, your notice is effective upon deposit of a properly addressed, postage prepaid in a mailbox. You may not waive your right to rescind as provided herein.

PRIOR FUNDINGS RESULTING FROM OUR SERVICES

With respect to the 12-month period ending 10 business days prior to the date of this Agreement, the percentage of our customers for whom loans have actually been funded as a result of our services is approximately _____ percent (_____ %)

CONTACT INFORMATION

If you have any questions regarding your application or this Agreement, please contact us at:

-
-
-
-

Mortgage Originator Date

Print Name

EACH OF THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS MORTGAGE LOAN ORINATION DISCLOSURE STATEMENT.

Applicant Date

Applicant Date

Applicant Date

Applicant Date

Applicant Date

Applicant Date