



CORRESPONDENT LOAN PURCHASE AGREEMENT

This Correspondent Loan Purchase Agreement (the "Agreement") is made by and between **Paramount Residential Mortgage Group, Inc.**, a California corporation, whose address is 1265 Corona Pointe Court, Suite 301, Corona, CA 92879 ("PRMG," "Investor," individually, a "Party"), and _____, a _____, whose address is _____ ("Correspondent," individually, a "Party"), (collectively, the "Parties") on this _____ day of _____, 20____.

WHEREAS, Correspondent is in the business of originating residential mortgage loans (the "Loan" or "Loans") and desires to sell such loans with and servicing rights to PRMG.

WHEREAS, PRMG as Investor desires to purchase closed residential mortgage loans from Correspondent on the secondary market.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

I. DEFINITIONS

As used in this Agreement, the following capitalized terms are defined as set forth below:

- 1.1 **Agency(ies)** means the Federal National Mortgage Association (FannieMae) or the Federal Home Loan Mortgage Association (FreddieMac).
- 1.2 **Loan(s)** means a one- to four-unit residential mortgage loan with a term that does not exceed 360 months, including servicing rights, that are subject to this Agreement.
- 1.3 **Loan Closing** means the date Correspondent funded a Loan.
- 1.4 **Loan File** means all documentation required by PRMG for underwriting review.
- 1.5 **MERS** means the Mortgage Electronic Registration System used to electronically transfer the beneficial interests in and servicing rights related to a Loan.
- 1.6 **Mortgage** means the mortgage, deed of trust or other security instrument that secures a Mortgage Note and creates a first lien on an estate in fee simple in the Property (including a condominium or leasehold as permitted by PRMG), or (b) an interest in a cooperative, in those limited areas where PRMG may expressly permit cooperative financing.
- 1.7 **Mortgage Note** means the Mortgage Note signed by the borrower(s) and secured by the Mortgage.
- 1.8 **Mortgaged Property** means the borrower's real property, which consists of a fee simple interest in real property with a one-to-four-family residential dwelling pledged to secure repayment of a Loan.

II. LOAN APPROVAL

- 2.1 From time to time, Correspondent may submit Loan applications to PRMG for approval and purchase in accordance with PRMG's current product and underwriting guidelines.
- 2.2 In order to be eligible for purchase by PRMG, a Loan must comply with all PRMG product and underwriting guidelines and the terms of this Agreement.
- 2.3 PRMG may accept or reject for purchase any Loan offered for sale based on PRMG's applicable product and underwriting guidelines as determined by PRMG. **PRMG is not obligated to purchase any Loan from Correspondent, at PRMG's option.**

III. LOAN CLOSING

- 3.1 A Loan that was closed prior to PRMG's issuance of a Clear-to-Close approval on PRMG's form is not eligible for sale to PRMG.
- 3.2 Correspondent will have closing documents prepared by a document vendor or closing attorney approved by PRMG. Closing documents must be drawn in Correspondent's legal name. If PRMG prepares closing documents for Correspondent, Correspondent maintains full responsibility for all representation, warranties and covenants made in this Agreement.
- 3.3 Closing documents may not be signed if less than five (5) days remain to the expiration date of PRMG's Lock Confirmation in effect on the Loan.
- 3.4 Correspondent will fund Loans on Correspondent's warehouse line of credit extended to Correspondent by a third-party warehouse lender. PRMG is not associated with or a party to Correspondent's warehouse financing arrangements, agreements or documentation.

IV. LOAN DELIVERY

- 4.1 Correspondent holds good and marketable title to the Loans, subject only to the security interest held by Correspondent's warehouse lender, and agrees to sell, endorse, assign, transfer and deliver Loans to PRMG with full warranty of title, and subrogation to Correspondent's rights in warranty and free of all liens, claims, equity and encumbrances. Correspondent has full right and authority to sell and assign the Loans under this Agreement.
- 4.2 PRMG agrees to purchase whole Loans with servicing rights released according to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed as obligating PRMG to purchase any loan from Correspondent. PRMG has the right to review each Loan submitted for purchase and reject any Loan that does not conform to PRMG's requirements and/or guidelines published by the Agencies.
- 4.3 Correspondent has delivered all initial and subsequent disclosures in the form and timing required under federal and state laws and regulations including, but not limited to: (i) the Real Estate Settlement Procedures Act "(RESPA)" and CFPB Regulation X, (ii) the Truth in Lending Act ("TILA") and CFPB Regulation Z, (iii) the Equal Credit Opportunity Act ("ECOA") and CFPB Regulation B, (iv) the USA Patriot Act, and (v) the Gramm-Leach-Bliley Act.
- 4.4 For each Loan purchased under this Agreement, Correspondent will promptly deliver the Loan file, an endorsement to the Mortgage Note payable to Paramount Residential Mortgage Group, Inc., and assignment of the Mortgage to PRMG in MERS. Correspondent covenants and agrees to reimburse PRMG for any and all losses, expenses, costs and damages incurred by PRMG as a result of Correspondent's failure to deliver a Loan before the expiration date of PRMG's commitment to purchase the loan.

V. REPRESENTATIONS and WARRANTIES REGARDING CORRESPONDENT

- 5.1 Correspondent is duly organized, validly existing and in good standing under the laws of the state of its organization and each state in which Correspondent does business.
- 5.2 Correspondent possesses all of the qualifications and necessary federal, state and local registrations, licenses and permits required to carry on its business in each state in which Correspondent originates Loans and has the requisite legal power and authority to execute and perform under the terms of this Agreement.
- 5.3 There is no claim, litigation, investigation or proceeding pending or threatened against or otherwise materially adversely affecting Correspondent's business or the performance of Correspondent's obligations under this Agreement, and Correspondent has no knowledge of any circumstances indicating that any such suit, investigation or proceeding is likely or imminent.
- 5.4 Correspondent is not the subject of any proceeding or action under any bankruptcy, insolvency or similar law or any assignment for the benefit of creditors, conservatorship or receivership.
- 5.5 The transactions to be performed by Correspondent under this Agreement are in the ordinary course of Correspondent's business and shall not result in: (a) a breach of any term or provision of Correspondent's charter or bylaws; (b) a breach of any term or provision of, conflict with, or default under any agreement to which Correspondent is a party; or (c) a violation of any law, rule, regulation, order, judgment or decree to which Correspondent or Correspondent's property is subject.
- 5.6 No representation, warranty or written statement made by Correspondent in this Agreement or any application, document, schedule, exhibit, statement or certificate furnished to PRMG by Correspondent contains any untrue statement of material fact or omits any material fact that could render such statement misleading.
- 5.7 Correspondent has read and understands the terms and provisions of this Agreement and has had the opportunity to seek the advice of independent legal counsel. This Agreement shall not be construed against either Party by reason of the drafting or preparation of the Agreement.

VI. CORRESPONDENT'S REPRESENTATIONS and WARRANTIES REGARDING the LOANS

For each Loan sold to PRMG, Correspondent hereby represents and warrants that:

- 6.1 The Loan was originated by Correspondent and not by any third party. For purposes of this Agreement, "originated" means the Correspondent interviewed and took the Loan application information directly from the applicant/borrower.
- 6.2 The Loan complies with the terms and conditions of this Agreement.
- 6.3 Correspondent has the authority to sell, transfer and assign the Loan under the terms of this Agreement, and there has been no assignment, sale or pledge of the Loan by Correspondent to another party, with the exception of Correspondent's pledge of the Mortgage Note pursuant to Correspondent's warehouse line of credit agreement with its warehouse lender. On the date that PRMG purchases the Loan, it is free and clear of liens, claims, security interests or encumbrances of any type including, but not limited to, a pledge in favor of Correspondent's warehouse lender.
- 6.4 The Loan complies with all Agency regulations, requirements and standards and is eligible for sale to the Agencies. Correspondent makes all representations and warranties on the Loans that the Agencies require from sellers.
- 6.5 There are no existing facts or circumstances that could be reasonably expected to cause private institutional investors to regard the Loan as an unacceptable investment, cause the loan to become delinquent, or adversely affect the value or marketability of the Mortgaged Property or the Loan.

- 6.6 Correspondent has complied with all applicable federal, state and local laws, rules, ordinances and regulations including, but not limited to, (a) the Truth in Lending Act (“TILA”) and CFPB Regulation Z, including amendments pertaining to the Correspondent compensation rules, (b) the Equal Credit Opportunity Act (“ECOA”) and CFPB Regulation B, (c) the Home Mortgage Disclosure Act and CFPB Regulation C, (d) the Real Estate Settlement Procedures Act (“RESPA”) and CFPB Regulation X, (e) the Fair Housing Act, (v) the Secure and Fair Enforcement (“SAFE”) Act, and (f) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all regulations issued thereunder, including without limitation, the CFPB’s Ability-to-Repay and Qualified Mortgage regulations.
- 6.7 The appraisal of each Mortgaged Property is an accurate estimate of its *bona fide* market value and is signed by a licensed independent appraiser who was engaged under and who performed an evaluation of the Mortgaged Property in compliance with the Uniform Standards of Professional Appraisal Practice (“USPAP”), PRMG’s Appraisal Guidelines, and the Agencies’ Appraiser Independence Requirements (“AIR”) and Uniform Appraisal Dataset (“UAD”). The Loan File contains valid Submission Summary Reports for both Agencies.
- 6.8 The Mortgage has not been satisfied, canceled, subordinated or rescinded; no portion of the Mortgaged Property has been released from the lien of the Mortgage; the terms of the Loan have in no way been changed, waived, impaired or modified, except for loan adjustments made in compliance with the Mortgage Note and applicable regulatory requirements; no waiver of any default, breach, violation or event of acceleration has occurred; and the Loan is current and free from any claims, defenses, set-off and counter claims arising from any act or omission of Correspondent.
- 6.9 Correspondent has endorsed the Mortgage Note securing the Loan to PRMG.
- 6.10 The Mortgaged Property securing each loan is insured against all forms of casualty, including with limitation fire, flood and wind. Coverage under each applicable insurance policy contains a lender’s loss payable endorsement naming Correspondent and its successors and assigns with coverage in amounts required by Agency standards.
- 6.11 All signatures, names, addresses, amounts and other statements of facts, including property descriptions, appearing on the Loan application and all other documents in the Loan File are true and correct, and the borrowers on each Loan are of majority age and have the legal capacity to enter into the applicable Loan.
- 6.12 All Loan proceeds have been properly and fully disbursed. The Loan is not subject to any right of rescission, set-off, counterclaim or defense, and no such right has been asserted.
- 6.13 No Loan is subject to the Truth in Lending Act, 12 C.F.R. 1026.32 or 1026.35 of CFPB Regulation Z as a “high cost loan” or a “higher-priced mortgage loan.” No Loan meets the definition of a “predatory loan” any applicable federal, state or local statute or regulation.
- 6.14 All taxes, governmental assessments, insurance premiums, water, sewer, municipal charges, leasehold payments, ground rents, homeowner association dues and other charges are paid. All funds paid or due to be paid have been paid and delivered to PRMG in connection with any escrow accounts on the Loan.
- 6.15 All funds collected from borrowers at Loan Closing were properly segregated and accounted for under all applicable laws and regulations and used for no purpose other than for which they were designated.
- 6.16 A title insurance commitment or title insurance policy including all applicable endorsements has been issued by a title insurer acceptable to PRMG, insuring Correspondent, its successors and assigns, or PRMG, as to the first priority lien of the Mortgage in the original principal amount of the Loan. Correspondent has not, by act or omission, done anything that would impair the lender’s coverage under the policy of title insurance.
- 6.17 There is no proceeding pending for the total or partial condemnation of the Property, and the Property is undamaged by waste, fire, flood or other casualty.

- 6.18 No representation, warranty or written statement made by Correspondent in this Agreement, or any application, documentation, schedule, exhibit, statement or certificate furnished to PRMG contains any untrue statement of material fact or fails to state any material fact that could render such statement misleading. All information contained in the Loan File is true, complete and accurate; Correspondent is not aware of any fact not set forth in the Loan File that PRMG might reasonably consider to be adverse to the approval of the Loan or would make the Loan ineligible for sale in the secondary market.
- 6.19 The assignment of the Loan from Correspondent to PRMG has been duly authorized and is valid and sufficient, and all consents and approvals to such assignment have been obtained.

VII. COVENANTS REGARDING CORRESPONDENT

Correspondent covenants with PRMG as follows:

- 7.1 Correspondent will notify PRMG immediately of: (a) any material changes in the ownership, financial condition or management of Correspondent; and/or (b) any fact or circumstance of which Correspondent becomes aware following the sale of any Loan to PRMG that would have caused the Loan to be ineligible for sale to PRMG if such knowledge had been known prior to the sale.
- 7.2 PRMG may, from time to time, examine, at Correspondent's place of business or at PRMG's place of business, Correspondent's books, records, Loan Files, business policies, procedures and practices to determine; (a) Correspondent's adherence to PRMG's quality control standards, and (b) Correspondent's compliance with the terms and conditions of Correspondent's warehouse agreement with its warehouse lender(s) .
- 7.3 Correspondent will comply with aggregate escrow accounting procedures under the Real Estate Settlement Procedures Act ("RESPA") with respect to all borrower escrow funds retained at Loan Closing until the Loan is finally purchased by PRMG.
- 7.4 Correspondent will promptly notify PRMG upon Correspondent's receipt of notice exercising a borrower's right of rescission. Correspondent will not seek reimbursement from PRMG of any amounts refunded to the borrower following rescission.
- 7.5 Correspondent will deliver, in form and substance satisfactory to PRMG, evidence of Correspondent's compliance with all federal, state and local laws and regulations including, but not limited to, copies of any notices or disclosure forms furnished to an applicant or borrower.
- 7.6 At all times during the term of this Agreement, and continuing for not less than five (5) years from the termination of the Agreement, Correspondent will maintain complete files and records of all business activities and operations related to Loans sold to PRMG under this Agreement at a reasonably-accessible location to which PRMG has the right, upon reasonable notice, to audit, inspect and copy any such files and records. Correspondent agrees to cooperate and assist with any such audit or inspection.
- 7.7 Upon request of PRMG from time to time, Correspondent will promptly provide copies of interim, unaudited financial statements, including balance sheet and profit & loss statement, of Correspondent's financial condition for the most recent calendar quarter, fiscal year-end, or other interim period as requested by PRMG. Correspondent will certify all such financial information in a manner that is acceptable to PRMG.
- 7.8 During the term of this Agreement, Correspondent shall maintain Fidelity Bond and Errors and Omissions Insurance with \$500,000 in minimum coverage amount. Correspondent will promptly notify PRMG of any changes to Correspondent's insurance coverage and provide copies of such policies to PRMG upon request.

- 7.9 Correspondent will not accept collections, institute foreclosure proceedings or modify the terms of any Loan on or after the date that PRMG has issued a Clear-to-Close approval on such Loan. After PRMG has purchased a Loan, Correspondent will hold in trust for the sole benefit of, and promptly deliver to, PRMG any payments, funds or other remittances, instruments or documents received on the Loan.
- 7.10 Correspondent will not seek to refinance any Loan for a period of 12 months after said Loan is purchased by PRMG.
- 7.11 The Covenants set forth in this Agreement shall survive termination of this Agreement, the sale of any Loan to PRMG, or PRMG's subsequent sale of the Loan to another investor.

VIII. CORRESPONDENT'S OBLIGATIONS to REPURCHASE and INDEMNIFY

Correspondent agrees to meet the terms of any repurchase or make whole demand relating to any Loan sold to PRMG under this Agreement, including principal balance, accrued unpaid interest, late charges, service release premium paid to Correspondent and any expenses on the Loan, including collection and legal expenses, and repairs. Correspondent will remit the full amount of any demand for payment to PRMG within 30 business days of presentment of such demand based on the following:

- 8.1 A violation of, or failure to comply with, any federal, state or local law or regulation pertaining to any Loan;
- 8.2 Correspondent's breach of any representation, warranty or covenant under this Agreement;
- 8.3 Any statement of fact with respect to any Loan or this Agreement made or deemed made by Correspondent, or any employee or agent of Correspondent, is deemed inaccurate;
- 8.4 Correspondent fails to deliver all of the documentation PRMG requires on the Loan or to satisfy any other requirements of this Agreement within 60 days of the date that PRMG purchases the Loan, or 90 days for documents that were sent out for recording;
- 8.5 The borrower fails to occupy the Mortgaged Property as represented in the Loan File;
- 8.6 Any statement of fact made by or regarding a borrower, or contained in a Loan File, is inaccurate including, without limitation, any statement regarding borrower's financial condition, assets, liabilities, income or debts;
- 8.7 Any investor to whom PRMG sells or transfers a Loan demands repurchase or indemnification by PRMG with respect to actual or potential losses, or PRMG's investor refuses to purchase a Loan, due to defects that existed prior to, or arose on or before the date that PRMG purchased the Loan;
- 8.8 The borrower's first, second, third, fourth, fifth and/or sixth monthly payment due under the Mortgage Note subsequent to PRMG's purchase of the Loan is not made by the last day of the month in which such payment is due, and any such payment becomes 90 days or more past due;
- 8.9 Any default under the Mortgage Note, the Deed of Trust or any other documents relating to a Loan occurs within 120 days from the date that PRMG purchases the Loan;
- 8.10 Based on any post-purchase Loan audit findings of errors and exceptions on any Loan;
- 8.11 Correspondent agrees to indemnify, save and hold harmless PRMG, its successors and assigns, from and against any and all losses, damages, costs or expenses of any nature, including loss of marketability and attorneys' fees, resulting from: (a) breach of any representation or warranty, covenant or agreement made by Correspondent; or (b) any misstatement or omission of material fact in the Loan File, which indemnification shall survive termination of this Agreement.

Prior knowledge on the part of PRMG or an investor of any fact concerning a Loan, or any delay by PRMG or an investor in making a repurchase, make whole or indemnification demand, neither impairs PRMG's rights nor constitutes a waiver of Correspondent's obligations under this Agreement.

IX. TERMINATION

- 9.1 This Agreement will expire one year from the date of execution, subject to renewal for a similar term at PRMG's sole discretion.
- 9.2 This Agreement may be terminated without cause by either Party at any time upon 15 days' written notice to the other Party. During the 15-day period, PRMG may, at PRMG's option, purchase any Loans that are locked with PRMG prior to the date that notice of termination is given.
- 9.3 At any time Correspondent is in breach of this Agreement, PRMG, at its sole option, upon written notice to Correspondent, may: (a) suspend all Loan purchases from Correspondent, or (b) terminate this Agreement for cause. PRMG has no further obligation to purchase any Loans from Correspondent upon PRMG's termination of this Agreement for cause.
- 9.4 Notwithstanding termination of this Agreement with or without cause, Correspondent's representations, warranties, covenants, agreements and obligations, including Correspondent's responsibility to promptly supply documentation requests from PRMG and obligation to repurchase and indemnify PRMG as set forth in this Agreement, will remain in full force and effect.

X. MISCELLANEOUS PROVISIONS

- 10.1 No Assignment. Correspondent may not assign or delegate any of its rights, duties and/or obligations under this Agreement without PRMG's prior written consent, which may be withheld in PRMG's sole discretion. For purposes of this Agreement, a change in ownership, merger or consolidation of Correspondent is considered an assignment.
- 10.2 Relationship Between Parties. This Agreement does not constitute an exclusive relationship between Correspondent and PRMG. Correspondent is an independent contractor, and nothing in this Agreement shall be construed to make Correspondent a partner, joint venture, employee or agent of PRMG. Correspondent will not make any statement that could lead any third party to reasonably believe that Correspondent is an agent of PRMG. Correspondent has no authority to bind or make any representations on behalf of PRMG and will not use or refer to PRMG's name in any form of advertising, written materials or circulars except as may be required by law.
- 10.3 No Third-party Benefit. This Agreement is made for the express benefit of Correspondent and PRMG, and not for the benefit or interest of any other persons or entities. No third party shall obtain or acquire any rights or interest in this Agreement or, by reason of performance or failure to perform by either of the Parties, their respective rights, privileges, duties or obligations under this Agreement.
- 10.4 Entire Agreement. This Agreement, and any addendum(s) attached hereto, executed by both Parties, and all applicable PRMG program guidelines constitute the entire understanding of the Parties in this matter. Any changes, additions, amendments or modifications to this Agreement must be in writing and executed by an authorized officer of PRMG. Should any portion of this Agreement be rendered invalid, the remaining provisions shall be unaffected and remain in full force and effect.
- 10.5 Notices. Any notice required to be given to a Party under this Agreement must be made in writing and delivered to the Parties at the addresses first listed in this Agreement by reasonable means of delivery, as determined by PRMG.

- 10.6 No Solicitation. Correspondent covenants and agrees that Correspondent will not directly or indirectly take any action, or cause any action to be taken by any of its designated agents, contractors, employees or affiliates, to solicit the prepayment of or any alteration in payment procedures or terms of any Loan sold to PRMG under this Agreement. Notwithstanding the foregoing, Correspondent is not precluded from general advertising or servicing the refinancing needs of a borrower who, without solicitation in violation of this paragraph, contacts Correspondent in connection with the refinance of a Loan.
- 10.7 Early Pay-off. Regardless of whether or not solicitation on the part of Correspondent pursuant to paragraph 10.6 above occurred, if any Loan sold to PRMG under this Agreement is paid in full within 180 days of the date such Loan is purchased by PRMG, Correspondent will promptly repay the original service release premium plus any premium paid to Correspondent for the Loan to PRMG, regardless of whether or not PRMG is the purchaser of a new loan or the current holder of the Loan that was paid in full.
- 10.8 Set-off. Correspondent agrees that PRMG may, at PRMG's option, deduct from any service release premium due Correspondent, any monies paid by PRMG on behalf of Correspondent, or due PRMG for Correspondent's failure to perform under the terms of this Agreement.
- 10.9 Governing Law, Legal Costs/Attorney Fees. This Agreement is governed by the laws of the State of California. THE PARTIES WAIVE THEIR RIGHTS TO A JURY TRIAL IN ANY ACTION UNDER THIS AGREEMENT. In the event of any controversy or dispute involving this Agreement, PRMG and Correspondent agree to consent to the exclusive jurisdiction and venue of the California state courts. In connection with any litigation or court proceeding initiated to enforce this Agreement, the prevailing Party will be entitled to recover from the other Party all costs incurred, including reasonable attorneys' fees for services rendered before suit is filed, prior to trial, or appeal, or in federal bankruptcy proceedings.
- 10.10 Limited Power of Attorney. Correspondent irrevocably appoints PRMG as Correspondent's attorney-in-fact and agrees to execute a Limited Power of Attorney, in the form provided by PRMG and attached as Exhibit "A" to this Agreement, appointing PRMG as Correspondent's attorney-in-fact for the limited purpose of permitting PRMG to: (a) endorse any check, draft or other instrument made payable to Correspondent but due to PRMG under the terms of this Agreement; (b) endorse Mortgage Notes to PRMG or to any other person or entity and to make corrections and revisions to any Mortgage Note endorsements made by Correspondent or PRMG; (c) prepare and execute assignments of mortgages, including electronic assignments through MERS, assigning to PRMG or to any other person or entity any Mortgage securing a Mortgage Note sold by Correspondent to PRMG and to make corrections and revisions to any assignment of Mortgage made by Correspondent or PRMG assigning any Mortgage Note sold by Correspondent to PRMG.

IN WITNESS WHEREOF, the Parties have caused this Loan Purchase Agreement to be executed as of the date first written above.

Correspondent

Paramount Residential Mortgage Group, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

LIMITED POWER of ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that _____
("Correspondent"), whose principal place of business is _____
_____, in connection with the sale of Loans, as defined in that certain Correspondent Loan Purchase Agreement (the "Agreement") by and between Correspondent and **Paramount Residential Mortgage Group, Inc.**, a California corporation, to PRMG, said sales which are agreed and deemed to have occurred in the State of California, has and hereby affirms that it has made, constituted and appointed, and by these presents does make, constitute and appoint **Paramount Residential Mortgage Group, Inc.** ("PRMG"), whose principal place of business is 1265 Corona Pointe Court, Suite 301, Corona, California 92879, as Correspondent's true and lawful attorney-in-fact and in Correspondent's name, place and stead to act solely for the limited purpose of performing any or all of the acts described herein only in connection with any Loans sold to PRMG pursuant to Paragraph 10.9 of the Agreement:

1. To execute and/or endorse any document relating to a Loan sold to PRMG as is necessary or appropriate to evidence the sale of the Loan from Correspondent to PRMG.
2. To endorse, sign, deliver and deposit any and all checks, drafts or instruments of deposit issued by obligors, insurance companies, vendors or third parties; provided, however, such instruments may be executed and deposited by PRMG only if the same represent funds paid on any Loan sold to PRMG.
3. To execute and/or endorse any loan agreement, Mortgage or Mortgage Note as defined in the Agreement, promissory note, security agreement, financing statement or other document, instrument or agreement, or any amendment, modification or supplement of any of the foregoing, and perform any act and covenant in any way in which Correspondent itself could do which is necessary or appropriate to modify, amend, renew, extend, terminate and/or extinguish: (a) any and all liens and security interests granted to or created in favor of Correspondent; or (b) any indebtedness secured by any such lien or security interest or any right or obligation of the obligor of such indebtedness, in each case upon such terms and conditions deemed, in PRMG's sole discretion, necessary or appropriate in connection with such modification, amendment, renewal, extension, termination and/or extinguishment.
4. To agree and to contract with any person, in any manner and upon terms and conditions deemed, in PRMG's sole discretion, necessary or appropriate to accomplish any such modification, amendment, renewal, extension, termination and/or extinguishment of any such lien, security interest, indebtedness, right or obligation; to perform, rescind, reform or modify any such agreement or contract or any similar agreement or contract made by or on behalf of Correspondent; to execute, acknowledge, seal and deliver any contract, agreement or other document creating, evidencing, securing or secured by any such lien, security interest, indebtedness, right or obligation; and to take all such other action and steps, pay or receive such monies and to execute, acknowledge, seal and deliver all such other certificates, documents and agreements as said attorney-in-fact may deem necessary or appropriate to consummate any such modification, amendment, renewal, extension, termination and/or extinguishment of any such security interest, lien, indebtedness, right or obligation or in furtherance of any of the transactions contemplated under the Agreement.

5. This Power of Attorney shall not be affected by the subsequent dissolution or disability of Correspondent or Correspondent's authorized representatives. This Power of Attorney is coupled with an interest and is irrevocable without PRMG's written consent.

6. This Power of Attorney and all rights and obligations hereunder, including matters of creation, construction, validity and performance are governed by the laws of the State of California, without giving effect to conflict of law provisions thereof.

IN WITNESS WHEREOF, the undersigned represents that he/she has the actual authority to execute and has in fact freely and intentionally executed this Power of Attorney on behalf of Correspondent on this _____ day of _____, 20_____.

Correspondent

By: _____

[affix notarial acknowledgement]

Name: _____

Title: _____