

MORTGAGE LOAN ORIGINATION AGREEMENT

Date:

Borrower(s) Name:

Property Address:

Broker Name:

Originator Name:

Broker Address:

Originator Address:

Broker Telephone Number:

Originator Telephone Number:

Broker License No.:

Originator License No.:

Broker NMLS #:

Originator NMLS #:

BROKER INFORMATION

Broker is doing business in the Louisiana as a Residential Mortgage Lender

Broker has been in the loan broker business since: _____(mm/dd/yyyy)

Broker (check as applicable):

- is not a subsidiary of any other organization.
 is a subsidiary of _____, which provides a settlement service.
- is not an affiliate of any other organization.
 is an affiliate of _____, which provides a settlement service.
- will not provide settlement services under this Agreement.
 will provide settlement services under this Agreement.
- is not doing business under other names.
 is doing business under the following additional names: _____

OUR AGREEMENT

This Agreement is made and entered into on _____ by and between hereinafter referred to as "Broker" and the below signed applicant(s) hereinafter referred to as "Borrower."

SERVICES TO BE PERFORMED

Broker agrees to perform all mortgage loan broker services normally and customarily performed in connection with the origination of mortgage loans but not limited to the services described below. Broker and Borrower both agree that under this Agreement, Broker is providing mortgage loan broker services on behalf of the Borrower as Borrower's agent.

- (a) taking information from the Borrower and filling out the application;
- (b) analyzing the prospective Borrower's income and debt and pre-qualifying the prospective Borrower to determine the maximum mortgage that the prospective Borrower can afford;
- (c) educating the prospective Borrower in the home buying and financing process, advising the Borrower about the different types of mortgage loan products, and demonstrating how closing costs and monthly payments would vary under each product;
- (d) collecting financial information (tax returns, bank statements) and other related documents that are part of the application process;
- (e) initiating/ordering VOEs and VODs;
- (f) initiating/ordering requests for mortgage and other mortgage loan verifications;
- (g) initiating/ordering appraisals;
- (h) initiating/ordering inspections or engineering reports;
- (i) providing disclosures (truth in lending, good faith estimate, others) to the Borrower;
- (j) assisting the Borrower in understanding and clearing credit problems;
- (k) maintaining regular contact with the Borrower, realtors and the mortgage lender, between application and closing to apprise them of the status of the application and to gather any additional information as needed;
- (l) ordering legal documents;
- (m) determining whether the property was located in a flood zone or ordering such service; and
- (n) participating in the loan closing.

BROKER'S OTHER SERVICES, DUTIES OR OBLIGATIONS (Describe):

COMPENSATION

Compensation for Broker's services rendered on behalf of the Borrower shall be equal to _____% of the principal loan amount, with said fees to be paid directly to Broker from the loan proceeds at the time of settlement. This fee is not imposed by the lender. Alternatively, Broker may receive compensation, as permitted by applicable law, from the lender or investor for the loan. Compensation from the lender may not be based on the terms of conditions of Borrower's loan, such as the interest rate or loan program. Compensation will be calculated according to the terms of Broker's agreement with the lender, which may provide for payment based on a percentage of the loan amount, the quality of loans Broker has submitted to lender in the past, or other factors that are permitted by applicable law.

DUTIES OF APPLICANT

Borrower agrees to provide Broker true, complete and accurate information upon request and to pay all fees required pursuant to this Agreement. Borrower must obtain, upon request, any information or documentation that Broker cannot obtain due to policies of various employers, lending institutions, government agencies, etc. Borrower must pay for any and all costs of obtaining payoff balances, verifications, recordations and cancellations. Borrower further agrees to pay all third party fees incurred in connection with the mortgage loan. Such fees shall be disclosed on the Borrower's Good Faith Estimate (GFE) to the extent known by Broker at the time of application. Broker will advise Borrower of all material changes in the original application, the reason for the changes, and the effect of the changes in the proposed loan payment, term or rate. A revised GFE will be provided to Borrower if there are material changes in the information disclosed on the original GFE.

TERM

The original term of this Agreement shall be from date signed until the date of loan closing, but no later than **30** days from the date of this Agreement.

COMPLAINTS

If you have a complaint regarding this loan transaction you can call the Office of Financial Institutions at (225) 925-4660 or download a complaint form from OFI's web site at www.ofi.louisiana.gov.

AFFIRMATION BY BORROWER

This Agreement contains the entire agreement between Broker and Borrower and supersedes all prior agreements or understandings relating to the subject matter thereof. There are no written or oral agreements between the parties other than set forth in this Agreement.

By signing below, the Borrower acknowledges receipt of this Mortgage Loan Brokerage Agreement and Disclosure Statement.

Mortgage Broker Company:

Loan Originator:

Mortgage Broker Company NMLS #:

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date