



Home Mortgage

APPLICATION FOR LENDER APPROVAL

Corporate Name: _____

Address (Main Office): _____

City: _____ State: _____ Zip Code: _____

Date of Inception (or Incorporation): _____ State of Incorporation (if applicable): _____

President: _____ Phone: () _____

Primary Contact Person: _____ Phone: () _____

Secondary Contact Person: _____ Phone: () _____

Facsimile Telephone Number: () _____ Tax ID #: _____

Branch Office Locations: _____

States Licensed in: _____

Funding Method requested: **Close in USBHM name** _____ **Table Funding** _____ **Purchase Funding** _____

Preferred method to receive rates: **Fax** _____ **E-mail** _____

Current Status:

	<u>YES</u>	<u>NO</u>	
FHA Approved Mortgagee	___	___	FHA ID #: _____
FHA Direct Endorsed Mortgagee	___	___	FHA Compare Ratio _____ % (for state and location)
Participant in FHA DE Authorized Agent/Sponsorship Program	___	___	
VA Approved Mortgagee	___	___	VA ID #: _____
VA Automatic Mortgagee	___	___	
FNMA Approved Mortgagee	___	___	
FHLMC Approved Mortgagee	___	___	

PLEASE PROVIDE A COPY OF ALL AGENCY APPROVALS.

Has an application by your institution ever been denied by any of the preceding? Yes _____ No _____
If Yes, state the reasons for this denial. _____

Residential Loans Sold (Past Year): Units: _____ \$ _____
(_____%FHA/VA _____%CONV _____%ARM) _____%PURCHASE _____%REFI)

Residential Loans Sold (Current Year): Units: _____ \$ _____
(_____%FHA/VA _____%CONV _____%ARM) _____%PURCHASE _____%REFI)

References:

Current/Previous Investor: _____ Contact: _____ Phone: _____

Current/Previous Investor: _____ Contact: _____ Phone: _____

Mortgage Insurance Company: _____ Contact: _____ Phone: _____

It is further understood that U. S. Bank N.A. may make reference inquiries and that it may, at the sole expense of U. S. Bank N.A. order credit reports and/or independent background investigations on the applicant and/or principal officers.

The following information is used for the purpose of verifying this application with outside sources.

1. _____
Principal Officer Title Social Security

Date of Birth Residential Address % of ownership

2. _____
Principal Officer Title Social Security

Date of Birth Residential Address % of ownership

3. _____
Principal Officer Title Social Security

Date of Birth Residential Address % of ownership

Anti-Money Laundering Program Certification

Execution of this application certifies the implemented an OFAC Alert screening process and Anti-Money Laundering Program that meets the following requirements:

- Seller to provide a “Customer Identification Notice” to each applicant at the time of application advising them of anti-money laundering activities.
- Seller to obtain customer’s complete name, middle initial, address, tax ID number and date of birth.
- Face to face applications: Seller must identify their customers by reviewing driver’s license, green card, passport, etc and document in the loan file that the identity has been verified. (Mail and phone applications will not require any additional documentation other than what is customary in the normal course of business.)
- Seller to check OFAC lists and identify matches

Fax Consent Certification

By providing the following fax number(s) below, authorization is given to receive faxes sent by or on behalf of U.S. Bank Home Mortgage (and its subsidiaries and affiliates). This consent remains in effect until such consent is withdrawn in writing.

_____	_____	_____
_____	_____	_____
_____	_____	_____

I affirm that all answers and information submitted in this application are true and correct. I hereby authorize U. S. Bank N.A. at its discretion, to verify the information with any other sources, and I hereby waive any cause of action or claim I may have against such source with respect to any information they may provide.

By: _____

Name and Title: _____

Date Signed: _____

When completed please return application package to your Account Executive.

Please provide the following using the checklist below:

1. _____ Executed "Agreement for Purchase of Mortgage Loans" (two originals).
2. _____ Resolution of Board of Directors (if applicable - form enclosed).
3. _____ Seller's most recent quarter and most recent two years audited fiscal financial statements.

(Checklist continued on next page)

4. _____ Evidence of Fidelity Bond and Errors and Omission Insurance. **(If applicable)**
5. _____ Resumes of Principle(s)
6. _____ Seller's Appraisal Policy
7. _____ Copies of Seller's Closing Protection Letters. (only required on table funding request)
8. _____ Seller's Quality Control Policy.
9. _____ Copy of state license for each state originating loans. Copy of Surety Bond **(If applicable)**
10. _____ Limited Power of Attorney **(Table Funded and Purchase Funded only)**
11. _____ List of all branches and their addresses.
12. _____ Primary contact individuals and their telephone numbers / Email address for price commitments, underwriting, and purchasing questions.
13. _____ Disclosure of correspondent / broker owned escrow and title companies, appraisal firms, credit agencies, and real estate brokers.

Wire Transfer Information: (Purchase Funded Only)

Depository Name: _____

Address: _____ City: _____ State: _____

ABA #: _____ / _____ / _____

For Credit To:

Lender: _____

Account #: _____

**U.S. BANK HOME MORTGAGE
Bloomington/Nevada (Wholesale)
'BROKER INSTITUTION' SECURITY
ADD/CHANGE/DELETE**

Company 'Broker' Full Name: _____

Address: _____

City/State/Zip: _____

Primary Contact Name: _____

Phone #: _____

Alt Ph#: _____

Fax #: _____

Internet Email Address: _____

FHA Lender ID #: _____

FHA Sponsor ID #: _____

Account Executive: _____

USB Broker Code: _____

Conventional Delegated: Y / N

Type of Institution: Check ONLY One (1)

_____ **Broker Company**

_____ **Broker Branch Office**

Source of Business:

_____ **Wholesale – (Bloomington MN #0050/Nevada MO #0052)**

_____ **CUSBN – (Bloomington MN #0500/Nevada MO#0520/Bedford OH #0490)**

Requested Vendor Services: Check multiple if needed

_____ **Equifax Credit**

Acct # _____ **Login:** _____ **P/W:** _____

_____ **Fannie Mae DU**

Acct # _____ **Login:** _____ **P/W:** _____

_____ **Freddie LP Classic**

Acct # _____ **Login:** _____ **P/W:** _____

****Please complete form and return to Attn: Kevin Fyhrlund 1 of 2 ways listed below****

Via, US Mail To:

- U.S. Bank Home Mortgage-Wholesale
1550 American Blvd. East, Suite 300
Bloomington, MN 55425

Via, FAX:

- Fax #800-454-7928

Please return ALL FORMS TOGETHER. Thank you For Choosing US Bank Home Mortgage!

**U.S. BANK HOME MORTGAGE
Bloomington/Nevada
'EXTERNAL USER' SECURITY
ADD/CHANGE/DELETE**

Company Name: _____

First Name: _____

MI: _____

Last Name: _____

Phone #: _____

Fax#: _____

Internet Email Address: _____

Check ONLY One (1):

_____ **Add** (add new user)

_____ **Change** (change user status)

_____ **Delete** (delete users access to website)

Check ONLY One (1):

_____ **Wholesale** (Bloomington MN #0050/Nevada MO #0052)

_____ **CUSBN** (Bloomington MN CUSBN#0500/Nevada MO CUSBN#0520/Bedford OH CUSBN#0490)

Check ONLY One (1):

_____ **Broker** (Capability to view only your pipeline)

_____ **Broker Manager** (Capability to view your whole companies pipeline)

_____ **Broker-Loan Officer** (Can only utilize web site links)

_____ **Broker Branch Administrator** (Capability to set up all Users for their Institution)

****Please complete form and return to Attn: Kevin Fyhrlund 1 of 2 ways listed below****

Via, US Mail To:

- U.S. Bank Home Mortgage-Wholesale
1550 American Blvd. East, Suite 300
Bloomington, MN 55425

Via, FAX:

- Fax #800/454-7928

Please return ALL FORMS TOGETHER. Thank you For Choosing US Bank Home Mortgage!

Sample

APPRAISAL POLICY STATEMENT

Purpose: (Name of institution _____) provides real estate financing for the communities in which it operates. Major importance is placed on making economical, nondiscriminatory home mortgages available for the residents of these communities. Quality originations of real estate home mortgages is critical to the stability and predictability of earnings for (name of institution _____). Maintenance of quality loan originations depends upon various elements of sound underwriting of which quality real estate appraisals are a vital element.

Statement of Policy: All appraisals prepared for (name of institution _____) must at a minimum:

- ◆ Comply with the standards of the Uniform Standards of Professional Appraisal Practice (USPAP), promulgated by the Appraisal Standards Board of the Appraisal Foundation, located at 1029 Vermont Ave., NW, Washington DC, 20005.
- ◆ Be written and contain sufficient information and analysis to support the decision to engage in the transaction.
- ◆ Be based upon the definition of market value as set forth in the USPAP.
- ◆ Be performed by a State licensed or certified appraiser.

It is against (name of institution _____)'s policy to discriminate against a loan applicant or borrower because of race, color, religion, national origin, sex, marital status, handicap, familial status or age, the fact that all or part of an applicant's income comes from any public assistance program or because the applicant has exercised any right under the Consumer Protection Act or any similar state law.

This policy will be periodically reviewed and amended by the Board of Directors as necessary.

Management Directive: The Board of Directors directs management to develop procedures to implement this policy and demonstrate their effectiveness in ensuring compliance.

This policy has been approved by the Board of Directors at its meeting dated _____.

RESOLUTION OF BOARD OF DIRECTORS

OF

(Name of Originating Lender)

RESOLVED, That

(Name of Officer) the _____, and
(Title)

(Name of Officer) the _____, and
(Title)

(Name of Officer) the _____, and
(Title)

(Name of Officer) the _____,
(Title)

of this corporation, or any one or more of them, be and each of them hereby is authorized and empowered to execute and deliver, in the name and on behalf of this corporation, a Master Purchase Agreement between this corporation and U.S. Bank N.A., the form and substance of which shall be acceptable to said officer(s) executing the same on behalf of this corporation; and that the execution of such agreement by one or more of the officers named above shall be conclusive evidence of this corporation's approval of the terms and conditions thereof.

CERTIFICATION

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution presented to and adopted by the Board of Directors of _____ at a meeting duly called and held at _____ on the _____ day of _____, 20 _____, at which a quorum was present and voting throughout; that such resolution is duly recorded in the minute book of this corporation; that the officers named in said resolution have been duly elected or appointed to, and are the present incumbents of the respective offices set after their respective names; and that such resolution remains in full force and effect on the date hereof.

Dated: _____ 20 _____.

(Secretary)



U. S. BANK HOME MORTGAGE CONTACT PERSON CHECKLIST

Correspondent: _____

Correspondent Phone #: _____ Fax #: _____

Address: _____

City: _____ State: _____ Zip: _____

Name / Telephone #: _____

E-mail address: _____

Primary Contact:	_____	_____
Marketing/Pricing:	_____	_____
Status of Pipeline:	_____	_____
Closing Supervisor:	_____	_____
Post Closing:	_____	_____
Processor Supervisor:	_____	_____
Receptionist:	_____	_____

Whose "Attention" to send Memos/Updates: _____

CHECK ONE: _____ PURCHASE FUNDED _____ TABLE FUNDED

How did you hear about U.S. Bank Home Mortgage?

PLEASE COMPLETE THIS FORM AND RETURN IT WITH THE COMPLETED CORRESPONDENT APPLICATION.



MIDEX AUTHORIZATION

_____ (“Seller”)
acknowledges that it is in the best interest of both Applicant and U.S. Bank N.A. (“Buyer”) for the Buyer to perform due diligence concerning Applicant’s background and experience. Seller further acknowledges that Seller benefits from the efficiencies in the due diligence process that are possible when Buyer and other similarly situated entities in the mortgage industry exchange information about their experiences in doing business with individuals and companies such as Seller. Therefore, Seller hereby consents and gives Buyer permission to submit the name of Seller’s company and any and all employees of that company for screening through any and all mortgage industry background databases, including, without limitation, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange (“MIDEX”). Seller hereby releases and agrees to hold harmless Buyer, Mortgage Asset Research Institute, Inc., all MIDEX subscribers, and any trade associations that endorse the MIDEX system from any and all liability for damages, losses, costs, and expenses that may arise from the reporting or use of any information submitted by Buyer or any other MIDEX subscriber to Mortgage Asset Research Institute, Inc., recorded in the MIDEX system, and used in any way by Buyer or any other MIDEX subscriber.

Seller: _____

Address: _____

By: _____

Its: _____

Date: _____

Quality Control Review

_____ currently performs QC/post-funding reviews on every loan. The review consists of the following:

Loan Application

- All areas of the 1003 and boxes filled in with complete information.
- No changes to income information on 1003
- No white out or erasures
- Signed and dated by Borrower(s) or designated representative and Loan Officer

Credit Report

- Any major deficiency between loan application and debts on the credit report have been addressed with the borrower(s) and explained in remarks sections of 1003 or on a processor's certification.
- Names, social security numbers, and address information match the initial information from borrower and the SSN on W2's or the 1040's (if available)
- All inquiries, derogatory information and public records have been adequately answered by bureau or explained through the use of a processor's certification.

Income

Salaried/Non Self-Employed – Computer generated paystub

- W2's and paystubs reviewed for consistency
- VOE (mailed or delivered by the loan officer to the employer) is completed by the employer and matches W2's or paystub
- Original W2's and paystubs requested if information inconsistent

Salaried/Non-Self Employed – Non Computerized paystub

- 3 months of paystubs are matched with 3 months of bank statements to verify that paychecks have been deposited and that income is real or 1 month of employer's cancelled checks to verify paystubs are real)
- 1040's and W2's to verify income is real
- Review FICA withholding on W2's and paystub to see if matches current rates
- VOE (mailed to employer) to match W2's, 1040's and paystubs.

Self Employed – Schedule C Tax Return

- 3 months bank statements to verify gross income is realistic
- Copy of cancelled checks to show payments match page 2 of tax return (only if discrepancies are noted
- If 1099 income is the source, verify that 1099 income matches Schedule C of Tax Return
- Review prior 2 year's 1040's and YTD P & L

Self Employed – 1065 or 1120

- 2 years 1040's, 1065/1120's, K1/U2's, YTD P&L
- Verify that income is consistent from prepared tax return to business tax return and P&L

No Income Verification

- Original Application, Credit Report and final application contain no discrepancies
- Borrower has been counseled that income shown on the 1003 is a realistic approximation of income as reported to the IRS – signed by Borrower(s)
- Cash assets and flow through bank accounts support stated monthly income

Deposits

- VOD's are mailed directly to financial institution
- 3 months bank statements to verify no large deposits when average balances are not stated on the statement
- All money to be used at closing as reserves and prepaids have been properly documents in accordance with investor guidelines
- The source of the down payment and closing costs are identified and liquid

Appraisal

- Over supply, over 6 month marketing, declining value not eligible for maximum financing
- Property is a legal USP and conforms to area
- Additions are either permitted or not included in square footage of house
- Property had average ratings
- Comps are within one mile and sold within previous six months (if not, explained by appraiser)
- Any single adjustment does not exceed 15% and all net adjustments do not exceed 25% (if not, explained by appraiser)

U.S. BANK N.A.
MORTGAGE BROKER AGREEMENT

This Mortgage Broker Agreement (“Agreement”) is made this ___ day of _____, 20____, between U.S. Bank N.A. (“U.S. Bank”) having an office at 1550 American Blvd. East, Bloomington, MN 55425 and _____ (“Broker”) having its principal place of business at _____.

RECITALS

1. U.S. Bank is engaged in the business of making loans secured by residential property.
2. Broker is engaged in the business of arranging loans secured by residential property for qualified persons.
3. This Agreement sets forth the terms and conditions under which the Broker may submit residential mortgage loan applications to U.S. Bank for its review and funding, subject to the terms and conditions hereinafter set forth.

The parties hereby agree as follows:

1. Definitions

All capitalized terms used in this Agreement shall have the meaning set forth below.

“Agency Regulations” means the standard agency regulations as established, and amended from time to time, by the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Government National Mortgage Association (GNMA), the Federal Housing Administration (FHA), the Veterans Administration (VA), and /or the US Department of Agriculture Rural Housing Service (RHS), formerly Farmers Home Administration (FmHA).

“Agreement” means this Mortgage Broker Agreement, as amended from time to time.

“Applicant” means the person or persons who complete, sign, and submit an application for a Mortgage Loan to Broker.

“Application” means an application for a Mortgage Loan signed by all the necessary parties and included in the Underwriting Package which is submitted to U.S. Bank by the Broker.

“Environmental Hazard” means any natural or man-made characteristic which is contained in or on the Mortgaged Property or on a site within close proximity of the Mortgaged Property, and which could influence the value and/or marketability of the Mortgaged Property. Environmental Hazards include such items as hazardous wastes, toxic substances, radon gas, asbestos-containing materials, and urea-formaldehyde insulation.

“Mortgage Loan” means a loan that will be secured by a first lien on real property which is designed for occupancy by one - four families.

“Underwriting Package” means an application for a Mortgage Loan, in such form as complies with applicable Agency Regulations and signed by each and every Applicant, and all other documentation required by U.S. Bank.

2. Offerings of Mortgage Loans

- a) U.S. Bank will provide Broker a complete and accurate listing of all mortgage loan products and programs that may be offered by Broker to U.S. Bank.
- b) During the term of this Agreement, Broker may, by delivering an Underwriting Package to U.S. Bank, offer to U.S. Bank the Mortgage Loan represented by the Underwriting Package.

- c) The delivery of the Underwriting Package shall constitute Broker's irrevocable offer to submit the Application to U.S. Bank. Broker represents, warrants, and covenants that it shall not offer the Application to any other party after Broker has offered the Application to U.S. Bank, unless U.S. Bank shall refuse to originate such Application for any reason.
- d) Upon delivery of any and all documents by Broker to U.S. Bank, said documents become the exclusive property of U.S. Bank, and are not transferable to any other party without U.S. Bank's written consent.

3. Acceptance/Rejection, Approval, and Closing of Mortgage Loans

- a) U.S. Bank, at its sole and absolute discretion, may accept or reject any Application offered to U.S. Bank by Broker under this Agreement. Nothing in this Agreement shall be construed to require U.S. Bank to accept an Application offered to it by Broker.
- b) U.S. Bank shall underwrite and either approve or deny any Applications submitted by Broker. U.S. Bank will provide to Broker, on a timely basis, the status of each Application accepted for underwriting by U.S. Bank.
- c) U.S. Bank shall notify Broker of U.S. Bank's approval or denial of any Application submitted to U.S. Bank by Broker. Broker shall provide rejected Applicants with an "adverse action notice" in the form, and containing the information, required under the federal Equal Credit Opportunity Act and Fair Credit Reporting Act, and shall refund to the Applicant any unused fees, or portions thereof, collected from the Applicant by Broker.
- d) All Applications accepted and approved by U.S. Bank will be closed by U.S. Bank.
- e) Notwithstanding anything to the contrary, if an Application is rejected by U.S. Bank, U.S. Bank will return any and all documents relating to such Application to Broker, and said documents will become the exclusive property of Broker.

4. Broker Compensation

- a) In consideration for Broker's efforts hereunder, U.S. Bank shall compensate Broker for the bundle of services, goods, and facilities that Broker provides to Applicants and to U.S. Bank. The compensation will be for Mortgage Loans closed and funded by U.S. Bank according to the mortgage pricing schedule established and announced by U.S. Bank from time to time. All fees paid by either the consumer or by U.S. Bank to Broker must be specifically identified on the GFE and HUD 1 or HUD 1A, including, without limitation, any yield spread premiums, discount points, or Servicing Release Premiums.
- b) If any Mortgage Loan is prepaid within four (4) months following the date of closing and/or disbursement of such loan. Broker shall refund to U.S. Bank all compensation received from U.S. Bank with respect to that Mortgage Loan.
- c) Broker acknowledges and agrees that the compensation described in 4.a. above shall be the only fees or compensation payable by U.S. Bank to Broker hereunder. Broker acknowledges that U.S. Bank has no responsibility or obligations to provide Broker with, or reimburse Broker for, any personnel, material, facilities or activities required by Broker to perform under this Agreement.

5. Broker Representations, Warranties, and Covenants with Respect to Services Performed

With respect to each and every Application offered by Broker to U.S. Bank hereunder, Broker represents, warrants, and covenants that it has performed, or will perform prior to the closing of the loan, at least five of the activities listed below in addition to activity a) which is the taking of the Application.

- a) Using the application form approved by FNMA and FHLMC, obtained a complete residential mortgage loan application pertaining to and signed by the persons(s) who will execute the Mortgage Loan Note and to whom, or for whose benefit, the entire proceeds of the Mortgage Loan will be disbursed, and obtained all other necessary documents for the Underwriting Package.
- b) Analyze the Applicant(s) income and debt and pre-qualified the Applicant(s) to determine the maximum mortgage that the Applicant(s) can afford.
- c) Educate the Applicant(s) in the home buying and financing process, advised the Applicant(s) about the different types of loan programs available, and demonstrated how closing costs and monthly payments would vary under each product.
- d) Collect financial information (tax returns, bank statements) and other related documents that are part of the application process.
- e) Initiate/order VOEs (verifications of employment) and VODs (verifications of deposits).
- f) Initiate/order requests for mortgage and other loan verifications.
- g) Initiate/order appraisals.
- h) Provide to Applicant(s) within the prescribed time frame all necessary documents and disclosures required under state and federal law and regulations, including, but not limited to, the Real Estate Settlement Procedures Act and Regulation X, The Equal Credit Opportunity Act and Regulation B, the Federal Truth in Lending Act and Regulation Z, the Fair Credit Reporting Act, the Flood Disaster Protection Act, the Fair Housing Act, and federal, state and local laws, rules or regulations.
- i) Unless otherwise agreed to by U.S. Bank, handle, and will continue to handle all communications with Applicant(s), including, but not limited to, providing to an Applicant any and all written agreements regarding the interest rate and discount charges for the Mortgage Loan.
- j) Initiate/order credit report(s) and assisted and will continue to assist the Applicant(s) in understanding and clearing credit problems.

6. Additional Services for Broker

- a) When applicable, immediately communicate to U.S. Bank the Applicant's cancellation of the Application for the Mortgage Loan and the reason for the cancellation.
- b) Verify all information on the Application.
- c) Broker will immediately advise U.S. Bank of any additional material information relating to the Applicant that the Broker may obtain after submitting the application and prior to the closing of the loan.
- d) Any other reasonable actions required by U.S. Bank.

7. Broker Representations and Warranties Regarding Mortgage Loans Offered to U.S. Bank

With respect to each Mortgage Loan offered to U.S. Bank under this Agreement, Broker represents and warrants the following:

- a) Each document provided to U.S. Bank by Broker is complete, accurate, and genuine, including any and all signatures and initials on said documents. Each document provided to U.S. Bank was generated and/or obtained by Broker or Broker's bona fide employees, and was not obtained nor generated by another party.

- b) To the best of Broker's knowledge, there are no bankruptcy, foreclosure proceedings, or court actions pending or threatened against the Applicant other than those, if any, reflected in the documents provided by Broker and U.S. Bank.
- c) To the best of the Broker's knowledge, there is no adverse information or documentation concerning the Applicant or the Mortgaged Property other than those, if any, reflected in the documentation provided by Broker to U.S. Bank.
- d) With respect to any Mortgage Loan, Broker is not the seller of the Mortgaged Property, the Applicant, or the Realtor, nor does Broker have any interest or involvement in the transaction or the Mortgaged Property other than as described herein.
- e) Each Application for a Mortgage Loan and the related Underwriting Package complies with any applicable Agency Regulations and the loan types and pricing then offered by U.S. Bank. Broker understands and agrees that the Agency Regulations are incorporated in and made a part hereof.
- f) To the best of Broker's knowledge, there are no conditions present which could adversely affect the Mortgaged Property, including but not limited to, the presence of an Environmental Hazard.
- g) Broker has not submitted the Application to any party other than U.S. Bank.
- h) No error, omission, misrepresentation, negligence, fraud or similar occurrence in connection with the Application has taken place on the part of any person including, without limitation, the Applicant, the Broker, any builder or developer, or any other party involved with the Application and Underwriting Package.
- i) No predatory or deceptive lending practices, including but not limited to the extension of credit without regard for the applicant's ability to repay the Mortgage Loan, and/or the extension of credit which has no apparent benefit to the Applicant were employed in connection with the Application of the Mortgage Loan. Each Application is in compliance with the anti-predatory lending eligibility requirements of Fannie Mae and Freddie Mac.

8. General Representations, Warranties, and Covenants of Broker

Broker represents, warrants, and covenants to U.S. Bank that as of the date of this Agreement and at all times while this Agreement is in full force and effect:

- a) Broker is duly organized, validly existing, and in good standing under the laws and regulations governing its creation and existence, and is duly licensed, qualified, and in good standing in the state where the property securing the Mortgage Loan is located if the laws of such state require licensing or qualification in order to conduct business of the type conducted by Broker.
- b) Broker has the power and authority to submit an Application and to execute, deliver, and perform this Agreement; the execution and performance under this Agreement have been duly authorized. This Agreement and all transfers will constitute legal, valid and binding obligations of Broker, enforced according to their terms.
- c) Approval of this Agreement and the transaction contemplated under this Agreement by any federal, state, or local regulatory authority having jurisdiction over Broker has been obtained.
- d) All employees of Broker have not been nor are currently suspended, debarred, or the subject of a Limited Denial of Participation under the provisions of the U.S. Department of Housing and Urban Development, or on the FNMA and FHLMC exclusionary list.

- e) There are no actions, suits, or proceedings pending against or affecting Broker before any court, government department, commission, board, bureau, or agency which would have a material adverse affect on the ability of Broker to perform its obligations under the terms of this Agreement.
- f) Broker shall at all times comply with any and all state, federal, and local laws, regulations, and/or ordinances, including, but not limited to, those relating to licensing and those that prohibit or limit fees, charges, or costs that brokers and/or lenders may impose on an Applicant, and shall not, at any time, (i) discourage or dissuade any person from submitting an Application for a Mortgage Loan, (ii) offer or negotiate different interest rates or terms, or (iii) treat any Applicant or potential Applicant differently on the basis of that person's race, sex, religion, national origin, age, color, disability, or marital status; or the fact that the person derives all or part of his/her income from any public assistance program; or the fact that the person has in good faith exercised any right under the Federal Consumer Credit Protection Act or any state anti-discrimination law; or based upon any other characteristic of the person which is defined to be a prohibited basis for credit discrimination under any state, federal, or local law, regulation, or ordinance. In addition and not in limitation of the foregoing, Broker shall not accept compensation from U.S. Bank for any Mortgage Loan Application if, when combined with fees paid to Broker by the Applicant, the Broker's total compensation in connection with the Application is not reasonable in relation to the bundle of services, goods, and facilities provided by Broker in connection with the Application.
- g) Broker will not, without the prior consent of U.S. Bank, divulge to any party any information regarding any Applicant for any Mortgage Loan originated by U.S. Bank hereunder. Broker agrees that this covenant shall survive termination of this Agreement.
- h) Within 90 days after Broker's year-end, Broker will provide to U.S. Bank a year-end financial statement, completed in accordance with generally accepted accounting principles. Broker will also submit a current Mortgage Lending License issued by each state in which Broker originates loans.
- i) Broker agrees that U.S. Bank may conduct a quality control audit of the Mortgage Loans offered by Broker in order to re-verify the documentation and factual representations. Broker further agrees that U.S. Bank may conduct any audits of Broker's operations, personnel, or practices as may be required or reasonable under the Agency Regulations or U.S. Bank's reasonable discretion.

9. Broker's Disclosure Requirements.

Broker is responsible for the preparation and timely delivery to the Applicant of all disclosures in accordance with applicable state, federal, and local laws, including but not limited to the following:

- a) HUD's special Information Booklet.
- b) The Good Faith Estimate.
- c) The Servicing Transfer Disclosure Statement.
- d) If the loan has an adjustable interest rate, the consumer handbook on Adjustable Rate Mortgages and such other disclosure required by Regulation Z.
- e) Any Mortgage Broker Disclosure required by applicable state law.
- f) Any other notices required by U.S. Bank.

10. Confidentiality

During the term of this Agreement, Broker and U.S. Bank shall each have available confidential or proprietary information related to the other. Both parties shall maintain and preserve to the maximum extent permitted by law the confidentiality of any such information and shall be entitled to obtain injunctive relief as required to enforce these provisions. Notwithstanding anything to the contrary, Broker agrees that it will not use or disclose any

“nonpublic personal information” on a “customer” or “consumer” of U.S. Bank or any of its affiliates that is made available to, provided to, or obtained by Broker or its affiliates for any purpose other than as required for the performance of the Broker’s obligations under this Agreement. In addition, Broker, including its affiliates, will not disclose such “nonpublic personal information” to any third party unless the Broker obtains the prior written consent of U.S. Bank. For purposes of this section, the terms “nonpublic personal information,” “consumer,” and “customer” shall have the meanings set forth in Title V of the Gramm-Leach-Bliley Act and its implementing regulations, and this section shall survive termination of this Agreement.

11. Representations and Warranties of U.S. Bank

U.S. Bank represents and warrants to Broker that as of the date of this Agreement and at all times while this Agreement is in full force and effect:

- a) U.S. Bank has the power and authority to accept submission of Mortgage Loans and to execute, deliver and perform this Agreement; the execution and performance under this Agreement have been duly authorized; this Agreement and all transfers will constitute legal, valid and binding obligations of U.S. Bank, enforceable according to their terms.
- b) Approval of this Agreement and the transaction completed under this Agreement by any federal, state, or local regulatory authority having jurisdiction over U.S. Bank has been obtained.
- c) All employees of U.S. Bank have not been nor are currently suspended, debarred, or the subject of a Limited Denial of Participation under the provisions of the U.S. Department of Housing and Urban Development, or on the FNMA and FHLMC exclusionary list.
- d) There are no actions, suits, or proceedings pending against or affecting U.S. Bank before any court, government department, commission, board, bureau, or agency, which would have a material adverse affect on the ability of U.S. Bank to perform its obligations under the terms of this Agreement.
- e) Other than the express representations and warranties made in this Section 11, U.S. Bank makes no representations or warranties to Broker.

12. Appraiser Certification

- a) **Appraisal Standards** Broker understands the requirements of Title XI of the Financial Institutions Reform Recovery and Enforcement Act of 1989 (“FIRREA”), and the regulations implementing Title XI of FIRREA (“Regulations”) and acknowledge that the appraisals obtained by Broker in connection with Mortgage Loans offered to U.S. Bank, the appraisals comply with Title XI of FIRREA and the regulations.
- b) **Appraiser Independence**
Broker understands that all appraisals are to be completed without influence from someone who desires a specific value or specific outcome. Broker certifies as to each appraisal that: (i) Appraisal assignments ordered by broker are not based upon a requested minimum valuation, a specific valuation, or the approval of a loan; (ii) employment of the appraiser was not conditioned upon the appraisal producing a specific value or a value within a given range; (iii) future employment is not dependent upon an appraisal producing a specific value; (iv) employment, compensation and future employment are not based on whether a loan application is approved; (v) to the best of the Brokers knowledge, neither the appraiser nor any person with an ownership or other financial interest in either the builder, developer, seller, buyer, mortgage broker/lender or real estate broker/salesperson (or any person related to any of them) involved in the transaction for which the appraisal has been requested, or with the most recent sale or refinancing of any property used as a comparable property in the appraisal.

13. Indemnity; Liability

- a) Broker agrees to indemnify and hold U.S. Bank, its directors, officers, and employees harmless from any loss, damage, cost or expense resulting from, or alleged to have resulted from, any failure of Broker, its directors, officers, employees or agents to comply with the provisions, representations, and the warranties contained in this Agreement, including, but not limited to, Broker's failure to comply with any applicable laws or regulations.
- b) Broker's indemnity obligations shall apply to all costs and expenses, including attorney's fees incurred by U.S. Bank with or without suit, in defending against any and all claims by Applicants, governmental agencies, or others, or resisting any defense. U.S. Bank reserves the right of approval of Broker's selection of attorneys at Broker's expense, to protect U.S. Bank's interest should it for any reason determine it advisable to do so.
- c) Broker shall give U.S. Bank immediate notice of any suit or action instituted against Broker arising out of Broker's representations or activities under this Agreement, and U.S. Bank shall have the right, but not the obligation, to participate in any such suit or action.
- d) U.S. Bank shall in no case be liable to Broker for any consequential, incidental, special, exemplary, or punitive damages.
- e) Broker understands that U.S. Bank performs quality control reviews on every Mortgage Loan that Broker submits to U.S. Bank for purchase. Broker hereby consents to the release of information about any loan application that is believed to contain misrepresentations and/or irregularities. Broker agrees and gives its consent that it and its employees may be named as the originating entity or loan officers on such loans, whether or not Broker or its employees are implicated in the misrepresentations and/or irregularities. Broker hereby releases and agrees to hold harmless U.S. Bank, Mortgage Asset Research Institute, Inc. ("MARI"), all Mortgage Industry Data Exchange ("MIDEX") subscribers, and any trade associations that endorse the MIDEX system from any and all liability for damages, losses, costs, and expenses that may arise from the reporting or use of any information submitted by U.S. Bank or any other MIDEX subscriber to MARI, recorded in the MIDEX system, and used in any way by U.S. Bank or any other MIDEX subscriber.

14. Non-Exclusivity

This Agreement shall be non-exclusive as to both U.S. Bank and Broker. It is expressly understood that notwithstanding the execution of this Agreement, the submission of any Mortgage Loan Application by Broker to U.S. Bank hereunder, or any covenants and agreement contained herein, U.S. Bank may make Mortgage Loans with or without the assistance of Broker and may use the services of other brokers, and Broker may transfer Mortgage Loan to other lenders.

15. Amendment; Interpretation

- a) U.S. Bank reserves the right to change, alter, or modify the terms of this Agreement at anytime. Any change to this Agreement shall be made in writing to Broker by U.S. Bank. Any Application which has been submitted to U.S. Bank prior to the effective date of any change to this Agreement shall not be impacted by such change.
- b) If any terms of this Agreement are deemed to be invalid or unenforceable for any reason whatsoever, such event shall not render invalid any of the remaining provisions, as they remain severable apart from the terms of this Agreement. Words and phrases in this Agreement shall be interpreted according to their plain meaning, and no term of this Agreement shall be construed against U.S. Bank merely because U.S. Bank is the drafter.

16. Assignment

Neither this Agreement nor any duties, obligations, or rights hereunder shall be assignable by Broker without prior written consent of U.S. Bank. U.S. Bank shall have the right to assign this Agreement and its duties, obligations, or rights hereunder upon written notice to Broker. A sale or other transfer of a substantial portion of the assets of Broker or any change in the ownership or a majority interest in Broker, whether by sale of assets, merger, consolidation, or any other circumstances where the effect is to pass ownership of a majority interest in Broker, shall be deemed an assignment for purposes of this Section.

17. Term; Termination; Default

- a) This Agreement is for no specific time and may be terminated by either party, with or without cause, upon ten (10) days written notice to the other party.
- b) Notwithstanding the foregoing, and in addition to any other remedies available to U.S. Bank under this Agreement or under applicable law, U.S. Bank may terminate this entire Agreement, and revoke its acceptance of any Mortgage Loans not yet closed, without notice to Broker, if: (i) any representations and warranties made by Broker to U.S. Bank pursuant to this Agreement are not true and correct, or (ii) there is breach by Broker in the performance of any covenants or obligations under this Agreement. In addition, this Agreement shall terminate automatically in the event Broker becomes insolvent or bankrupt or institutes any proceedings to be declared insolvent or bankrupt.
- c) The representations, warranties, covenants, and obligations of Broker with respect to any Application for a Mortgage Loan offered to U.S. Bank by Broker prior to the termination of this Agreement shall remain in full force and effect notwithstanding termination or cancellation of this Agreement for any reason.
- d) Broker shall be in default under this Agreement in the event that:
 - (i) Any misstatement or omission of material fact with respect to a Mortgage Loan Application is discovered by U.S. Bank or its representative or assigns, or disclosed to U.S. Bank or its representative or assigns by inspection by U.S. Bank or its representatives, or otherwise.
 - (ii) The breach of any representations and warranties made by Broker to U.S. Bank pursuant to this Agreement.
 - (iii) A breach by Broker in the performance of any covenants or obligations under this Agreement.
 - (iv) Any material fraud, misrepresentation, or act of omission with respect to the information submitted on a particular Application is determined to exist by U.S. Bank or another investor, and Broker knew, or in the exercise of reasonable diligence, should have known of the false or fraudulent information. This includes, but is not limited to, any misrepresentation of income, funds on deposit, employment, or occupancy status.

18. Set Off Rights

Broker hereby agrees that U.S. Bank shall have the contractual right, without prior notice, to set off any money it owes the Broker against any obligations of the Broker to U.S. Bank.

19. Waivers

No failure by either party to this Agreement to enforce any provision of or to exercise any rights under this Agreement shall be construed as a waiver of such provision or right, or affect the validity of this Agreement, or limit, prevent, or impair the right of either party to subsequently enforce such provision or exercise such right.

20. Origination

All of the Applications submitted by Broker must have been originated by Broker.

21. Products and Programs

Both parties agree that all written program requirements and any changes or revisions thereto are incorporated by reference into this Agreement and shall be binding on the parties.

22. Relationship

Broker shall not be considered, under the provisions of this Agreement or otherwise, as having employee status, and shall not be entitled to any reimbursement for any expense incurred by Broker under this Agreement. Broker shall have no authority to bind, obligate, or commit U.S. Bank by any promise or representation unless specifically authorized by U.S. Bank in writing. This Agreement shall not be construed as a partnership or joint venture, and neither party hereto shall be liable for any obligation incurred by the other, except as provided herein. Neither party shall be deemed to constitute the other party as its agent. Broker hereby agrees that U.S. Bank may reject any actions which Broker may have improperly taken on U.S. Bank's behalf.

23. Notices

Except as otherwise provided in this Agreement, all notices or other communications required under this Agreement shall be in writing at the following addresses, or at such other address as may be furnished to the other party:

U.S. Bank N.A.
1550 American Blvd. East, Suite 300
Bloomington, Minnesota 55425
Attn: Richard D. Kelley

Broker: _____

Attn: _____

25. Entire Agreement

This Agreement supersedes any and all other Agreements, either oral and/or in writing, between the parties hereto with respect to the subject matter hereto, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

26. Attorney's Fees

If any action at law or in equity is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, in addition to any other relief to which the prevailing party may be entitled.

27. Governing Law

The validity of this Agreement and any of its terms or provisions, as well as the right and duties of the parties hereunder, shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BROKER: _____

U.S. BANK N.A.

By: _____

By: _____

Name: _____

Name: Richard D. Kelley

Title: _____

Title: Senior Vice President



U.S. Bank Wholesale Fee schedule

Effective 02/01/06

U.S. BANK HOME MORTGAGE WHOLESALE FEE SCHEDULE

(Close in US Banks name ONLY)

FHA Sponsorship	U.S. Bank Home Mortgage D.E. Underwriter issues approval (underwritten by traditional methods)	\$649.00
FHA Sponsorship	U.S. Bank Home Mortgage D.E. Underwriter issues approval (correspondent submits loan via LP.com to U.S. Bank Home Mortgage)	\$649.00
Conventional Loans	Traditional underwriting by U.S. Bank Home Mortgage	\$649.00
Conventional Loans	Underwritten by U.S. Bank Home Mortgage but submitted via LP.com	\$649.00
Second Mortgage (Plan 3101) (Plan 3141)	Underwritten by U.S. Bank Home Mortgage Dept.	\$200.00