

LOAN BROKER AGREEMENT

Pursuant to Indiana Admin. Code Title 710 §1-22-5

Borrower(s): _____

Date: _____

Property Address: _____

Broker: _____
License #: _____
NMLS ID#: _____

NO STATEMENT OR REPRESENTATION BY A LOAN BROKER IS VALID OR ENFORCEABLE UNLESS THE STATEMENT OR REPRESENTATION IS IN WRITING.

Do not sign this agreement before you read it. **YOU MUST SIGN AND RETURN THIS DOCUMENT TO US PRIOR TO YOUR LOAN CLOSING. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.** The Broker is acting in a mortgage brokerage capacity, and will provide, at least, the following services in assisting you in securing real estate financing:

- | | |
|---|-------------------------------------|
| * Mortgage program explanations and pre-qualification | * Application completion assistance |
| * Collecting financial information coordination | * Loan Approval/acceptance |
| * Coordination of closing, as appropriate | * Appraisal ordering/coordination |
| * Working with the title company on imperfections | |

The Broker is prohibited from making or causing to be made any false, deceptive, or misleading statement or representation in regard to services being offered by the Broker.

Signing this Agreement does not constitute a mortgage loan approval. In this Agreement, the broker indicated above is referred to as the “Broker”, the entity which may provide the mortgage loan approval and funds for the mortgage is referred to as the “Lender” and you are referred to as “you” or the “Prospective Borrower”.

The Broker is acting as your agent in providing the services indicated above. In this capacity as your agent, we will meet our fiduciary responsibility of providing the utmost care, honesty and loyalty, including but not limited to, providing you full disclosure of all material facts during the process of assisting in obtaining financing for your mortgage needs.

The Broker does not require any fees from you in advance of the closing that are paid to us. The only advance fees that may be collected are paid to third party providers of services required during the

processing of your loan request. The possible fees you may pay in advance include, but are limited to; appraisal fees, credit report, Homeowner Association fees for completion of required documents on a condominium, etc. Once these fees have been paid and the third-party provider has performed the service the fees are non-refundable.

You understand that the Broker does not make mortgage loans but arranges loans from a Lender. The mortgage broker is not a credit provider. **The Broker gets paid by the Lender or you at the time of the loan closing.** In consideration of the Broker's provision of services, you agree to pay the following compensation to the Broker:

Administrative Fee:	\$		Rate Lock Fee:	\$
Application Fee:	\$		Discount Fee:	\$
Commitment Fee:	\$		Other Fees:	\$
Origination Fee:	\$	or	% of the loan amount	
Broker Fee:	\$	or	% of the loan amount	

Or,

You acknowledge that the Lender may pay the Broker up to \$ _____ or _____ % of the loan amount which is not directly paid by you.

The **maximum** cost of the services (as indicated above) are \$ _____. **These charges are not due unless and until the loan closes.**

Term of Agreement:

This Loan Brokerage Agreement is valid from the date of signing until _____.

You should be aware that you have a right to shop for the best loan for you and compare the charges of different mortgage brokers and lenders; to ask questions about charges and loan terms that you do not understand; and, to ask for a Loan Estimate or Good Faith Estimate of all loan and settlement charges before you agree to the loan and pay any fees.

Consumer Complaint or Injury

_____,
IS LICENSED UNDER THE LAWS OF THE STATE OF INDIANA AND BY STATE LAW IS
SUBJECT TO THE REGULATORY OVERSIGHT BY THE INDIANA SECRETARY OF STATE'S
SECURITIES DIVISION. ANY CONSUMER WISHING TO FILE A COMPLAINT AGAINST OR
INQUIRY REGARDING THE REGISTRATION STATUS OF:

_____,
SHOULD CONTACT THE SECURITIES DIVISION THROUGH ONE OF THE MEANS LISTED
BELOW:

