

## **DISCLOSURES REQUIRED BY KANSAS LAW**

The Kansas Securities Commissioner has not reviewed and does not approve, recommend, endorse or sponsor any loan brokerage contract. The information contained in this disclosure has not been verified by the commissioner. If you have any questions see an attorney before you sign a contract or agreement.

# MORTGAGE LOAN BROKER AGREEMENT

*Pursuant to Kansas Stat. §50-1006 & §50-1007*

Borrower: \_\_\_\_\_

Date: \_\_\_\_\_

Co-Borrower: \_\_\_\_\_

Broker: \_\_\_\_\_

License # \_\_\_\_\_

NMLS ID \_\_\_\_\_

## ADDITIONAL INFORMATION REGARDING THE MORTGAGE BROKER ("The Broker"):

Additional Name(s) in which we have conducted business in the past, are doing business presently, or are planning to conduct business in the future:

\_\_\_\_\_  
\_\_\_\_\_.

We are organized in the following manner: \_\_\_\_\_

Our parent organization is: \_\_\_\_\_

We are affiliated with: \_\_\_\_\_.

We have been doing business as a Mortgage Broker for: \_\_\_\_\_ years, \_\_\_\_\_ months.

Over the past 12 months we have entered into similar agreements totaling: \_\_\_\_\_ agreements. Over the past 12 months we have successfully obtained \_\_\_\_\_ loans for persons entering such agreements with us totaling: \$ \_\_\_\_\_

The following are officers, directors, trustees, general partners, general managers, principal executives, or persons performing similar duties:

Name: _____ Title: _____ Address: _____	Name: _____ Title: _____ Address: _____	Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____	Name: _____ Title: _____ Address: _____	Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____	Name: _____ Title: _____ Address: _____	Name: _____ Title: _____ Address: _____

## FINANCIAL INFORMATION:

Attached to this agreement you will find a copy of our financial statements and balance sheet.

## BROKERAGE SERVICES:

Notice to Prospective Borrower(s): Do not sign this agreement before you read it. 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 of closing, as appropriate |
| *Appraisal ordering/coordination                     | *Loan Approval/acceptance coordination   |
| *Working with the title company on imperfections     |  |

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.

## FEE(S):

For these services the following fee(s) will be payable to us:

Fee: \$ \_\_\_\_\_ Description of Service \_\_\_\_\_ This fee will be: due \_\_\_\_\_ upon execution of this agreement, \_\_\_\_\_ at the time of providing you a loan commitment, \_\_\_\_\_ at the time of the loan closing or funding, or \_\_\_\_\_ will be paid to us by the Lender at the time of loan closing. This fee once paid is \_\_\_\_\_ non-refundable, \_\_\_\_\_ or refundable under the following condition(s): \_\_\_\_\_.

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The only other fees which may be paid in advance of the loan closing 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, 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. The estimated fees paid to these third party providers of services are:

Fee: \$ \_\_\_\_\_ Description of Service \_\_\_\_\_

Fee: \$ \_\_\_\_\_ Description of Service \_\_\_\_\_

Fee: \$ \_\_\_\_\_ Description of Service \_\_\_\_\_

Fee: \$ \_\_\_\_\_ Description of Service \_\_\_\_\_

Fee: \$ \_\_\_\_\_ Description of Service \_\_\_\_\_

Fee: \$ \_\_\_\_\_ Description of Service \_\_\_\_\_

#### **ACKNOWLEDGEMENT**

By signing this agreement you acknowledge and agree that you are authorizing:

1. the Broker to process your loan request for the purpose of obtaining real estate financing;
2. the Broker to transmit a copy of this agreement to the prospective Lender;
3. the Lender to deduct the Broker's fee from the loan proceeds, if applicable, at the time of closing and to pay the Broker directly at such time;
4. the Broker to release any and all necessary documents and information to the prospective Lender for the purpose of procuring your mortgage loan; and
5. the release of any information to the Real Estate Broker relating to the disposition and status of your mortgage application, if applicable.

It is understood that the Broker works on a best effort basis and has not guaranteed to procurement of this loan. This agreement shall be construed in accordance with and governed by the laws of Kansas, without giving effect to choice of law rules. It is agreed that you fully understand this agreement and have complete authority to execute the same.

Signing this Agreement does not constitute a mortgage loan approval.

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Co-Borrower Date

\_\_\_\_\_  
Broker Authorized Signature Date

\_\_\_\_\_  
Broker Printed Name