

LOAN APPLICATION ASSISTANCE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____
between _____
(hereinafter called "LENDER") and _____
_____ (hereinafter called "CONSULTANT").

It is the intent of LENDER and CONSULTANT for LENDER to provide loans ("LOAN/LOANS") to CONSULTANT's customers. LENDER will close the LOANS with the assistance of CONSULTANT. LENDER will assume the responsibilities of processing and closing the LOANS except for those specific duties herein assumed by CONSULTANT. To effectuate the intent of the parties, they specifically agree to the following:

1. All LOANS will be processed and closed according to LENDER guidelines, as amended from time to time.
2. CONSULTANT agrees to perform the following services for each LOAN that it is compensated for by LENDER:
 - taking information from the loan applicant and filling out the application;
 - analyzing the prospective loan applicant's income and debt and pre-qualifying the prospective loan applicant to determine the maximum mortgage that the prospective loan applicant can afford;
 - collecting financial information (tax returns, bank statements) and other related documents that are part of the application process;
 - initiating/ordering a pest inspection and/or home inspection;
 - maintaining regular contact with all parties, between application and closing to apprise them of the status of the application and to gather any additional information as needed;
 - participating in the loan closing.
3. All fees earned by CONSULTANT from LENDER which are agreed to in this Agreement are payable by LENDER only upon the funding of the loan. All fees to Consultant must be disclosed in the Good Faith Estimate and HUD-I Settlement Statement.
4. Representations and Indemnities
 - a) The LENDER, CONSULTANT and their officers, agents, employees and representatives will comply with all federal, state and local laws with regard to this Agreement and the duties and obligations imposed and the conduct and activities permitted, authorized or contemplated hereby.
 - b) The CONSULTANT is an independent contractor under this Agreement and agrees never to represent itself as an agent of LENDER outside the terms of this Agreement. Neither this Agreement or the actions of any party shall evidence or imply a partnership, joint venture or other such arrangement between LENDER and CONSULTANT.
 - c) CONSULTANT agrees that any representations made by it to any loan applicant shall be in writing; and in all events shall not bind LENDER unless LENDER has executed a specific written agreement.
 - d) As to any particular loan application, after loan application CONSULTANT agrees that it shall deal exclusively with LENDER. CONSULTANT may work with a source other than LENDER if LENDER has declined the LOAN or has given written permission.

5. Transfer and Termination

- a) No sale, transfer or assignment of this Agreement or of any interest herein shall be valid without the prior written consent of all parties.
- b) This agreement will automatically terminate upon termination or expiration of any approval or license of the LENDER or CONSULTANT required by law to perform the services required of the LENDER or CONSULTANT by this Agreement.
- c) This Agreement may be terminated by either party upon 48 hours written notice to the other party. Any such termination will not affect applications, if any, that have been locked-in with LENDER prior to termination.

6. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

7. No Oral Agreements or Modifications

This is the only agreement regarding loan origination activities between the parties. Any waivers from any of the provisions of this Agreement must be evidenced by a writing executed by the party alleged to have waived any provision. No waiver shall imply a continuing waiver. Any future modification of this Agreement must be in writing.

8. Fees

After satisfactory completion of the herein described duties agreed to be performed by CONSULTANT and upon funding of said LOAN(S) by LENDER, CONSULTANT shall earn and be paid by LENDER the following fee (must be a fixed, not % fee):

All fees to Consultant must be disclosed on the Good Faith Estimate and HUD-I Settlement Statement.

9. CONSULTANT acknowledges that this agreement does not cover FHA insured transactions and that FHA regulations prohibit the contracting out of the above referenced services to third-party ORIGINATORS, real estate brokers and other similar institutes.

10. In each transaction CONSULTANT will obtain, before assisting a loan applicant, the written consent of the loan applicant by providing and obtaining the loan applicant's signature on a "Request for Loan Application Assistance" (attached hereto) and if a real estate agent/broker or attorney a "Disclosure of Multiple Roles in a Consumer Real Estate Transaction" (attached hereto). Upon loan closing CONSULTANT will obtain from the loan applicant a signed "Certificate of Loan Application Assistance" (attached hereto). CONSULTANT will provide these signed documents to LENDER before LENDER pays CONSULTANT the fee agreed to in section 8 herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

By: _____
 _____ , _____

By: _____
 _____ , _____

LOAN APPLICANT: _____

PROPERTY: _____

REQUEST FOR LOAN APPLICATION ASSISTANCE

It is requested by Loan Applicant that _____ ("Consultant"), assist Loan Applicant with the application of a loan by performing the below listed services:

- taking information from the Loan Applicant and filling out the application;
- analyzing the prospective Loan Applicant's income and debt and pre-qualifying the prospective Loan Applicant to determine the maximum mortgage that the prospective Loan Applicant can afford;
- collecting financial information (tax returns, bank statements) and other related documents that are part of the application process;
- initiating/ordering a pest inspection and/or home inspection;
- maintaining regular contact with all parties, between application and closing to apprise them of the status of the application and to gather any additional information as needed;
- participating in the loan closing.

It is acknowledged by Loan Applicant that Loan Applicant's lender may pay Consultant a fixed fee for these services from lender's fees. No additional amount will be due from Loan Applicant to Consultant for these services. Any fees paid by a lender will be specifically disclosed on the Good Faith Estimate provided shortly after the lender receives the application and the HUD-I provided at closing. Loan Applicant consents to Consultant forwarding this Request to any lender listed herein.

Loan Applicant acknowledges that Consultant will interview and consult with Loan Applicant and will assist in the above listed matters, but will NOT make the decision where the Loan Applicant's application for a mortgage loan will be sent.

I suggest you contact any or all of the below referenced lenders or whomever you wish, and contact them directly. Any of the listed lenders will allow us to assist you in compiling the loan application. This assistance is ministerial or clerical in value and does not involve advice as to the selection of loan products or other substantive advice on the selection and obtaining of a mortgage loan. I make no warranty either express or implied regarding the services and/or products of any lender you select and specifically disclaim such. I am not an agent of any lender. (A minimum of 3 lenders should be listed)

Name

Telephone No.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Consultant may not assist Loan Applicant with the above referenced services if Loan Applicant applies for an FHA insured loan. FHA Regulations prohibit the contracting out of the above referenced services to third-party originators, real estate brokers and other similar entities.

(Loan Applicant)

(Date)

(Loan Applicant)

(Date)

This Disclosure is provided in accordance with Section 156.303 (13) of the Texas Mortgage Broker License Act. The undersigned consent to an original or copy of this form being forwarded to the lender that the undersigned makes loan application with.

**Disclosure of Multiple Roles in a Consumer
Real Estate Transaction**

To: _____

From: _____

In connection with your efforts to identify a 1-4 family residence for purchase and your efforts to obtain financing for that purchase, I will be acting as your mortgage broker or loan officer and in the following role(s) (**check all that are applicable**):

- as a real estate broker, agent, or salesperson for
 - the seller you (the buyer) you AND the seller, as an intermediary
- as an attorney for
 - the seller you (the buyer) the lender (preparing loan documents)

As required by law or as otherwise deemed appropriate, I may provide you other disclosures, describing in greater detail one or more of the roles described above.

Acting in these multiple roles presents the potential for conflicts of interest. If an actual conflict of interest is identified, I will promptly disclose it to you. Examples of potential conflicts of interest include the possibility that services I provide to you in one capacity may affect my compensation in connection with services I provide to you in another capacity.

By your execution below you acknowledge these disclosures and consent to my multiple roles. You acknowledge that you have read this disclosure and understand it, that you have been given the opportunity to ask questions, and that I have responded fully to any and all such questions.

Signature

Signature

Name

Name

Date

Date

**PEST INSPECTION ORDER
FAX TRANSMITTAL**

Date: _____

To: _____

From: _____

_____ (Originator)

VIA: Fax @ _____

Telephone No.: _____

Fax No.: _____

RE: Pest Inspection request for:

BORROWERS: _____

PROPERTY: _____

Please perform a pest inspection for the above referenced Property and return to _____ the Settlement Agent/Title Company upon completion.

COMMENTS: _____

Consultant

NOTICE OF CONFIDENTIALITY

The information contained in and transmitted with this facsimile is confidential. It is intended only for the individual or entity designated above. You are hereby notified that any dissemination, distribution, copying, or use of or reliance upon the information contained in and transmitted with this facsimile by or to anyone other than the recipient designated above by the Sender is unauthorized and strictly prohibited. If you have received this facsimile in error, please notify Sender at the above telephone number immediately. Any facsimile erroneously transmitted to you should be immediately returned to the Sender by U.S. Mail or, if authorization is granted by the Sender, destroyed.

If you do not receive all pages, please call Sender.

_____ Please call to confirm receipt. _____ Number of pages (including cover)

For Consultant Internal use only:
Faxed: Date: _____ Time: _____ By: _____
(Keep copy of this in Consultant's file)

**HOME INSPECTION ORDER
FAX TRANSMITTAL**

Date: _____

To: _____

From: _____

_____ (Originator)

VIA: Fax @ _____

Telephone No.: _____

Fax No.: _____

RE: Home Inspection request for:

BORROWERS: _____

PROPERTY: _____

Please perform a Home Inspection for the above referenced Property and return to _____ the Settlement Agent/Title Company upon completion.

COMMENTS: _____

Consultant

NOTICE OF CONFIDENTIALITY

The information contained in and transmitted with this facsimile is confidential. It is intended only for the individual or entity designated above. You are hereby notified that any dissemination, distribution, copying, or use of or reliance upon the information contained in and transmitted with this facsimile by or to anyone other than the recipient designated above by the Sender is unauthorized and strictly prohibited. If you have received this facsimile in error, please notify Sender at the above telephone number immediately. Any facsimile erroneously transmitted to you should be immediately returned to the Sender by U.S. Mail or, if authorization is granted by the Sender, destroyed.

If you do not receive all pages, please call Sender.

_____ Please call to confirm receipt. _____ Number of pages (including cover)

For Consultant Internal use only:
Faxed: Date: _____ Time: _____ By: _____
(Keep copy of this in Consultant's file)

LOAN APPLICANT: _____

PROPERTY: _____

CERTIFICATE OF LOAN APPLICATION ASSISTANCE

It is certified by Loan Applicant that _____ ("Consultant"), has assisted Loan Applicant with the application of a loan by performing the below listed services:

- taking information from the Loan Applicant and filling out the application;
- analyzing the prospective Loan Applicant's income and debt and pre-qualifying the prospective Loan Applicant to determine the maximum mortgage that the prospective Loan Applicant can afford;
- collecting financial information (tax returns, bank statements) and other related documents that are part of the application process;
- initiating/ordering a pest inspection and/or home inspection;
- maintaining regular contact with all parties, between application and closing to apprise them of the status of the application and to gather any additional information as needed;
- participating in the loan closing.

Consultant's assistance did not involve advice as to the selection of loan products or other substantive advice on the selection and obtaining of a mortgage loan.

(Loan Applicant)	(Date)	(Loan Applicant)	(Date)
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