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.
- 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.
- 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
v.	1 003

After satisfactory	completion o	f the herein	described dut	ies agreed to b	e performed by
CONSULTANT at	nd upon funding	of said LOA	N(S) by LENDI	ER, CONSULTAN	T shall earn and
be paid by LEND					
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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.

Ву:	Ву:

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 I services: taking information from the Loan Applicant and filling out the application; analyzing the prospective Loan Applicant is income and debt and pre-qualifying the prospection and/policant to determine the maximum mortgage that the prospective Loan Applicant afford; collecting financial information (tax returns, bank statements) and other related documents 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 the 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 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 services. Any fees paid by a lender will be specifically disclosed on the Good Faith services. Any fees paid by a lender will be quested to any lender listed herein. Loan Applicant acknowledges that Consultant will interview and consult with Loan Applicant and will in the above listed matters, but will NOT make the decision where the Loan Applicant's application amortgage loan will be sent. I suggest you contact any or all of the below referenced lenders or whomever you wish, and contact directly. Any of the listed lenders will allow us to assist you in compiling the loan application amortgage loan will be sent. I suggest you contact any or all of the below referenced lenders or whomever you wish, and contact directly. Any of the listed lenders will allow us to assist you in compiling the loan application. Applicant and will in the above referenced service and specifically discussu	APPLICA	ANT:			
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			(Date)	(Loan Applicant)	(Da

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 effinancing for that purchase role(s) (check all that are	, I will be acting as your mortg	sidence for purchase and your efforts to obtain age broker or loan officer and in the following
() 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)
	otherwise deemed appropriate, ore of the roles described above	I may provide you other disclosures, describing e.
interest is identified, I will	promptly disclose it to you. Ex I provide to you in one capacity	conflicts of interest. If an actual conflict of camples of potential conflicts of interest include may affect my compensation in connection with
acknowledge that you have		ures and consent to my multiple roles. You and it, that you have been given the opportunity and all such questions.
Signature	S	ignature
Name	N	Tame
 Date		Pate

PEST INSPECTION ORDER FAX TRANSMITTAL

VIA: Fax @ Telephone No.:	_	_ From:	(Originator)
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 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 corro, please notify Sende at the above telephone number immediately. Any facsimile erroneously transmitted to you should immediately returned to the Sender by U.S. Mail or, if authorization is granted by the Sender, destroye If you do not receive all pages, please call Sender.		_	(Originator)
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-	From:	(Originator)
	<u> </u>	,
VIA: Fax @	_	Telephone No.:Fax No.:
Home Inspection request for:		
OWERS:		
ERTY:		
Please perform a Home Inspectio toupon completion.	n for the abou	ve referenced Property and return Settlement Agent/Title Company
upon completion.		
COMMENTS:		sultant
	Con	sultant
NOTICE	Con OF CONFIDENT	sultant IALITY
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02/14/2000

N APPLICANT	:		
PERTY:			
	CERTIFICATE OF	LOAN A	APPLICATION ASSISTANCE
It is certifi ("Consultar services:	ed by Loan Applicant that <u></u> t"), has assisted Loan Applica	ant with the	application of a loan by performing the below lis
- tak	ing information from the Loa	an Applicant	and filling out the application;
Lo			income and debt and pre-qualifying the prospect mortgage that the prospective Loan Applicant
	lecting financial information processing		bank statements) and other related documents t
- ini	tiating/ordering a pest inspecti	ion and/or	nome inspection;
			between application and closing to apprise them any additional information as needed;
- pa	rticipating in the loan closing.		
	s assistance did not involve the selection and obtaining of		the selection of loan products or other substant loan.
(Loan App	licant)	(Date)	(Loan Applicant) (Da