

RESIDENTIAL MORTGAGE LOAN BROKERAGE AGREEMENT

1. The undersigned Borrower grant to (TLC) The Lending Center, LLC. the right to negotiate a mortgage loan commitment on behalf of the Borrower, for a period of ninety (90) days from the date of this agreement. The loan is to be secured by a mortgage on residential real estate with the following terms:

Loan Amount \$ _____	Loan Origination Fee (_____%) of Loan Amount
Loan Program _____	Loan Discount (_____%) of Loan Amount
Loan Amortization _____ months	Total Pts. (Service CHR.G.) (_____%) of Loan Amount
Interest Rate _____ %	Field Adj. Fee (POC) (_____%) of Loan Amount

The Borrower understands that the Total Points (Service Charge) does not represent the total cost involved in this transaction. The Borrower understands that the Yield Adjustment Fee does not represent a cost paid by the Borrower in this transaction. The Borrower acknowledges having read and understood this Good Faith Estimate, incorporated herein by reference.

2. The Borrower agrees to complete all forms and provide all information when requested by TLC to complete Borrower's application for a mortgage loan commitment.
3. TLC agrees to use its best effort in good faith to originate, process, arrange, negotiate, underwrite and obtain a commitment for the Borrower's loan request. TLC makes no promise or warranties regarding the likelihood of successful approval of commitment of a mortgage loan at the time of this Agreement. TLC, at its option and without any obligation to do so, may itself issue a written commitment to act as the *lender* on this transaction. It is TLC's current policy not to act as the *lender* on a transaction unless TLC can obtain a commitment from an investor willing to immediately acquire such a loan.
4. Situations or conditions which could affect the amount, costs, terms of interest rate of the loan request due to details which could not be known by TLC at the time of signing this Agreement may include, but not limited to the following:
- a) An appraisal value different from the estimated by the Borrower.
 - b) Credit obligations, which the Borrower fails to report.
 - c) Derogatory credit history.
 - d) A change in the Borrower's financial circumstances which would result in ineligibility for the loan.
 - e) A material change or discontinuation of a loan program by an Investor or other entity such as the U.S.

Department of housing and Urban Development, Veterans' Administration, Federal National Mortgage Association or Federal Home Loan Mortgage Corporation.

5. The Borrower acknowledges that (a) no advance fees have been given nor paid to TLC at the time of this Agreement, and (b) the Borrower has paid a loan Processing Charge of Three Hundred Dollars (\$300.00), which is collected by TLC for reimbursement of the costs to be incurred by TLC to obtain an appraisal and a credit report of the Borrower. If the Borrower cancels this loan request by notifying TLC in writing within the first twenty-four (24) hours after signing this Agreement, the Loan Processing charge will be refunded. Once twenty-four (24) hours has elapsed since signing this Agreement and no written notice of cancellation has been received by TLC, the Loan Processing charge will become non-refundable (except as described in paragraph 6) to the extent TLC has paid or incurred charges or expenses to third parties for an appraisal report, credit report or other expense or processing the Loan Application. TLC will furnish a copy of the appraisal, within fifteen (15) days after receipt of your written request, provided the appraisal has been paid by the Borrower. This request must be received by TLC within ninety (90) days from the date this loan is either approved, denied or withdrawn.

6. In even that TLC is successful in obtaining a loan commitment for the Borrower from a *lender*, (which may include TLC), Borrower understands that one percent (1%) of the Loan Amount together with any charges actually paid or incurred by TLC to third parties including processing costs, Federal Express Fees, courier fees, and other miscellaneous charges associated with this loan herein listed on the "Good Faith Estimate", shall be considered earned. In the case of a re-finance, the Borrower may avoid any earned fees (including out-of-pocket expenses or charges actual paid or incurred by TLC) by closing the loan and rescinding. In the case of a purchase, all such fees are considered earned by TLC at the time of a commitment is issued by a *lender*, and should the loan fail to close, TLC at its option, may bring an arbitration action, as described below, but at the Borrower's expense, (including but not limited to, all reasonable attorneys' fees) to collect said amounts unless the Borrower has the express written consent of TLC to withdraw his/her mortgage application. As and when the loan closes. TLC shall be paid and all the fees described in paragraph 1 of this Agreement.

7. As part of the application process, the Borrower understands that TLC will require a Loan Processing Charge of three hundred dollars (\$300.00) which will be:

- _____ Non Refundable to the Borrower for the purpose of ordering the appraisal and credit report; or
- _____ Refundable after closing when the Lender of the loan has funded TLC, thus giving TLC fifteen (15) days to refund the Loan Processing Charge to the Borrower. If, for any reason, the Borrower should decide to terminate processing of the application after the Appraisal and credit report have been obtained, but therefore the loan is closed, the Borrower understands that the Loan Processing Charge shall be retained by TLC to reimburse TLC for its out-of-pocket expenses actually paid or incurred to the date of termination, unless the Borrower has the express written consent of TLC to withdraw the Borrower's application. Any amounts not paid or incurred by TLC to third parties shall be refunded to Borrower.

8. If the Borrower has made a false or misleading statement on the Loan Application, or the Borrower fails to provide documents necessary to process or close the Loan, and, as a result of the action, statement or inaction of Borrower the Loan does not close, the Borrower understands that the Loan Processing Charge shall be retained by TLC and all charges paid or incurred up to the point of termination for the Borrower shall be reimbursed to TLC. In addition, TLC may keep all fees that have been paid by the Borrower and recover any additional actual costs that it has incurred, including attorneys' fees for enforcing its rights under this Agreement. If TLC has made a false or misleading statement, the Borrower may upon written request:

- a) Terminate this Agreement;
- b) Recover any fee that Borrower has paid to TLC for which no service has been performed; and
- c) Recover actual costs including attorneys' fees for enforcing the Borrower's rights under this Agreement.

9. The "Loan Brokerage Disclosure Statement" is incorporated and made part of this Agreement by reference.

10. A copy of this Agreement, the Loan Brokerage Disclosure Statement and the Borrowers Information Document shall be made available, upon request to the Borrower or the Borrowers' attorney for review prior to signing.

11. The Borrower acknowledges that they have first read, understood and signed the "Loan Brokerage Disclosure Statement" prior to signing this Agreement. Furthermore, the Borrower acknowledges that the Borrower has received, read and understood the "Borrower Information Document", the RESPA Disclosure Statement", and this Agreement and further hereby acknowledged receipt of an exact copy of each.

12. Any claim, dispute or controversy (whether in contract, tort statutory or otherwise) arising from or relating to this Agreement or the relationship or transaction which resulted from this Agreement, including the validity or enforceability of this arbitration clause, any part of it, or the entire Agreement shall be resolved, upon the election of TLC or Borrower, by binding arbitration pursuant to the American Arbitration Association Rules for the Resolution of Consumer-Related Disputes of the Commercial Dispute Resolution Procedures, whichever the arbitrator decided applies. THE PARTIES ACKNOWLEDGE THAT THEY WAIVE ANY RIGHT TO LITIGATE CLAIMS BEFORE A COURT OR A JURY IN A INDIVIDUAL OR CLASS ACTION. In any such arbitration, the arbitrator may award any and all damages and relief that is authorized by applicable law or statute. The arbitrator also may determine whether Borrower is obligated to pay some or all of the costs of such arbitration, (as opposed to only Borrower's own attorney's fees) and if not, whether TLC should be solely responsible for such costs and expenses to ensure the enforceability of this arbitration clause. The latter cost-payment determination may be reviewed by a court of law, which may determine that to make this arbitration clause enforceable, TLC must pay all arbitration costs and attorney's fees incurred in connection with the arbitration.

_____	_____
Date	Date
_____	_____
Date	

USA Patriot Act Information Disclosure

Important Information about Application Procedures

The Lending Center, LLC
2001 BUTTERFIELD RD., Suite 370
DOWNERS GROVE, IL 60515
630-324-1100

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies every customer.

What this means to you: When you apply for a loan, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

I/we acknowledge that I/we received a copy of this disclosure.

Date

Date

USA Patriot Act Information Form

Loan Number: _____

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies every customer. When applying for a loan, applicants will be asked for their name, address, date of birth, and other information that will allow lenders to identify them. Applicants will also be asked to show their driver's license or other identifying documents.

**THE FOLLOWING CUSTOMER INFORMATION MUST BE OBTAINED TO BE IN COMPLIANCE WITH THE USA PATRIOT ACT
THIS INFORMATION MUST BE RETAINED FOR FIVE YEARS AFTER THE ACCOUNT IS CLOSED.**

Required Information

Borrower Name: _____

Co-Borrower Name: _____

Borrower Date of Birth: _____ / _____ / _____

Co-Borrower Date of Birth: _____ / _____ / _____

Borrower Current Physical Address: _____

Co-Borrower Current Physical Address: _____

Borrower Social Security Number: _____

Co-Borrower Social Security Number: _____

Method of Identification for Borrower (Only One form of Verification is Required)

- (1) Driver's License: State: _____ DL #: _____ Issue Date: _____ Exp. Date: _____
- (2) Passport: #: _____ Country: _____ Issue Date: _____ Exp. Date: _____
- (3) Military ID: Country: _____ Exp. Date: _____
- (4) State ID: #: _____ Issue Date: _____ Exp. Date: _____
- (5) Green Card: Country: _____ #: _____ Exp. Date: _____
- (6) Immigration Card: Country: _____ #: _____ Exp. Date: _____
- (7) Gov't ID (Visa): #: _____ Exp. Date: _____ Gov't Branch: _____
- (8) Other Document: _____ Issue Date: _____ Exp. Date: _____

Method of Identification for Co-Borrower (Only One form of Verification is Required)

- (1) Driver's License: State: _____ DL #: _____ Issue Date: _____ Exp. Date: _____
- (2) Passport: #: _____ Country: _____ Issue Date: _____ Exp. Date: _____
- (3) Military ID: Country: _____ Exp. Date: _____
- (4) State ID: #: _____ Issue Date: _____ Exp. Date: _____
- (5) Green Card: Country: _____ #: _____ Exp. Date: _____
- (6) Immigration Card: Country: _____ #: _____ Exp. Date: _____
- (7) Gov't ID (Visa): #: _____ Exp. Date: _____ Gov't Branch: _____
- (8) Other Document: _____ Issue Date: _____ Exp. Date: _____

Resolution of Any Discrepancy

Completed By: _____ Date: _____

Privacy Policy

The Lending Center, LLC takes its clients' financial privacy very seriously. During the course of processing your application, we accumulate non-public personal financial information from you and from other sources about your income, your assets, and your credit history in order to allow a lender to make an informed decision about granting you credit. We restrict access to non-public personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non-public personal information.

We collect non-public information about you from the following sources: (i) information we receive from you on applications or other forms; (ii) information about your transactions with us, our affiliates, or others; and (iii) information we receive from a consumer reporting agency.

We may disclose the following kinds of non-public personal information about you: (i) information we receive from you on applications or other forms, such as your name, address, social security number, assets and income; (ii) information about your transactions with us, our affiliates, or others, such as your payment history or loan balance; and (iii) information we receive from a consumer reporting agency, such as your creditworthiness, credit score, or credit history.

Choose One:

- We do not disclose any non-public information about our customers or former customers to anyone, except as permitted by law.
- We may disclose non-public personal information about you to the following types of third parties:
 - (i) mortgage bankers to which we refer your file for approval;
 - (ii) non-financial companies, such as;

and

- (iii) others, such as non-profit organizations.

We may disclose the following information to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements: (i) information we receive from you on applications or other forms, such as your name, address, social security number, assets and income; (ii) information about your transactions with us, our affiliates, or others, such as your payment history or loan balance; (iii) information we receive from a consumer reporting agency, such as your credit worthiness, credit score, or credit history.

If you prefer that we not disclose non-public personal information about you to non-affiliated third parties, you may opt out of those disclosures, that is, you may direct us not to make those disclosures (other than disclosures permitted by law). If you wish to opt out of disclosures to non-affiliated third parties, you may call us at this phone number:

Choose One:

- If more than one person has applied for a loan jointly, any one applicant may direct us not to share his or her non-public personal financial information with third parties which are not our affiliates. We require each co-applicant to separately state his or her decision in that regard. If one co-applicant gives notice and the other does not, we will not disclose information that pertains to the party opting out and information that pertains to both parties jointly.
- If more than one person has applied for a loan jointly, any one applicant acting on behalf of all may direct us not to share the non-public personal financial information of all of the borrowers with third parties which are not our affiliates. We do not allow co-borrowers to opt out individually.

Borrower	Date	Co-Borrower	Date
----------	------	-------------	------

Borrower's Certification & Authorization

Certification

The undersigned certify the following:

1. I/We have applied for a mortgage loan from **The Lending Center, LLC**.
In applying for the loan.
I/We completed a loan application containing various information on the purposes of the loan, the amount and source of the down payment, employment and income information, and assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application with the employer and/or other documents, nor did I/We omit any pertinent information.
2. I/We understand and agree that **The Lending Center, LLC** reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

Authorization to Release Information

To Whom It May Concern:

1. I/We have applied for a mortgage loan from **The Lending Center, LLC**.
As part of the application process, **The Lending Center, LLC** may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We understand and agree that **The Lending Center, LLC** reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.
3. **The Lending Center, LLC** or any investor that purchases the mortgage may address this authorization to any party names in the loan application.
4. A copy of this authorization may be accepted as an original.
5. Your prompt reply to **The Lending Center, LLC** or the investor that purchased the mortgage is appreciated.

_____ Date

_____ Date

Social Security Number: _____

Social Security Number: _____

