

LOAN BROKERAGE AGREEMENT

Loan #:

MIN:

Broker:

License #:

Borrower(s):

Property Address:

Date:

Sales Price: \$ _____ Appr. Fair Market Value: \$ _____

Loan Amount: \$ _____ No. of Months: _____

| Fixed Rate | ARM | GPM | Other (explain:) | |
|-------------------------------|--|----------|------------------|------------|
| Interest Rate: | % | | | |
| Loan: | 1st Mtg. | 2nd Mtg. | 3rd Mtg. | Other Mtg. |
| There is a Prepayment Penalty | There will be a Balloon Payment | | | |
| Origination Fee: \$ | (_____ % of the principal balance of the loan | | | |
| obtained.) | Term of Agreement: | Days | | |

Loan Brokerage Agreement

You, the Borrower(s), acknowledge by signing below that you understand that:

I. We, the Broker do do not make mortgage loans; and

II. The actual funds for mortgage loans may may not be provided by another entity. If the funds are provided by another entity, this may affect the availability of funds.

In regards to the specific loan identified by the loan number listed above, we are acting in the capacity of a mortgage broker mortgage lender.

By signing below, you hereby agree to the following terms:

1. If we are acting as a broker, you grant to us the exclusive right to negotiate a mortgage loan on your behalf with the lenders which have correspondent agreements with us during the term of this Agreement.
2. You agree to complete and provide all information requested by us or a lender (if applicable) in order to complete your application for a mortgage loan.
3. We agree to exert our best efforts to obtain or extend a mortgage loan to you.
4. You agree to pay us, at the time of application, costs for obtaining a report on your credit history, the estimated amount of which cost shall be set forth in a separate Itemization of Fees provided to you, which document is incorporated as a part of this Agreement. You also agree to pay for certain other costs, which may include reimbursement to third parties, including appraisals, unless otherwise prohibited by other terms of this Agreement or applicable law. The estimated amounts of such costs shall be set forth in the Itemization of Fees as well. The estimate of costs and the actual costs could be affected by you or credit obligations which you fail to

report.

5. Subject to applicable law, the Origination Fee shall be paid by your lender. In accordance with 12 CFR § 1026.36(d)(2), you are prohibited from paying us any direct compensation.

6. If you withdraw your application, or have made material misrepresentations on the loan application, or failed to provide necessary documentation for loan processing or closing, we may keep all costs that have been paid by you, may collect any loan fees due and recover any additional actual costs that you have incurred, including but not limited to reasonable attorney's fees for enforcing its rights under this Agreement, unless applicable law provides otherwise.

7. We agree to provide to you all documents required by state or federal law. The documents are to be provided and signed by you within three (3) days of the application.

8. You authorize the release of any and all credit information to us, our agents, and/or if we are acting as a broker, lenders with which we have correspondent agreements. We will verify the credit, employment and deposit accounts listed on the original loan application. If that information varies significantly, it may materially affect the amount of the loan (due to details which could not be known by us at the time of execution of this Agreement) including, but not limited to: the appraised value of the Property, any undisclosed credit obligation(s), a change in financial circumstances, or a change in available loan programs which may result in the voiding of this Agreement. If we are acting as a broker, upon completion of all verifications and the appraisal of the Property, we will submit the application information to one or more lenders for their consideration to grant a loan.

Mo. Ann. Stat. § 443.867

I/We, the Borrower(s), hereby acknowledge reading and receipt of this Loan Brokerage Agreement. This Agreement has been executed on the same date written below by the Broker (or an authorized agent of the Broker) and me/us.

Broker:

By: _____
- Loan Officer - - Date -

Borrower

- BORROWER - - DATE -

- BORROWER - - DATE -