#### INDIANA LOAN BROKER AGREEMENT

Loan #: MIN:

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BORROWER(S) NAME AND ADDRESS ("You," "Your")

LOAN BROKER COMPANY NAME AND ADDRESS ("We," "Us." "Our")

Account No.:

Phone No.:

Fax No.:

Loan Broker Company License No.:

License No. of each mortgage loan originator or principal manager who had contact with Applicant's file:

You, the Borrower(s), agree to enter into this Indiana Loan Broker Agreement with in order to obtain a residential mortgage loan. is an independent contractor with which we from time to time contract upon such terms and conditions as you may request or a lender may require.

"Loan Broker" in the state of Indiana with the Indiana Secretary of State, Securities Division, and in accordance with the Indiana Loan Broker Act (Indiana Code 23-2.5)

"First Lien Mortgage Lender" in the state of Indiana with the Indiana Department of Financial Institutions, and in accordance with the Indiana First Lien Mortgage Lending Act (Indiana Code 24-4.4)

#### SECTION 1. NATURE OF RELATIONSHIP

In connection with this mortgage loan we are acting as an independent contractor and not as your agent. We are not the credit provider. Rather, we assist the Borrower in procuring a residential mortgage loan from a lender or lenders with whom we have entered or will enter into separate independent contractor agreements. These lenders are the credit providers. While we seek to assist you in meeting your financial needs, we do not distribute the products of all lenders or underwriters in the market and cannot guarantee the lowest price or best terms available in the market.

## **SECTION 2. SERVICES PROVIDED**

Services provided by us can include, but are not limited to: arranging for a conditional mortgage loan commitment between the Borrower and the Lender, taking the mortgage loan application, assembling information, processing the mortgage loan file including verifying the information, preparing all paperwork and documentation necessary for a conditional mortgage loan commitment, reviewing, analyzing and evaluating borrower's financial statements, income and credit history, and incidental services utilized in arranging for and procuring a conditional loan commitment.

# **SECTION 3. OUR COMPENSATION**

We cannot solicit or collect any fee, other than a "bona fide third party fee" (as defined in Indiana Code § 23-2.5-1-3 and listed in 710 IAC 1-22-6), prior to the loan closing. Our required deposit which represents bona fide third party fees is \$ . We are required to return any unspent portion of this deposit should you elect to cancel your loan with us.

Lender Compensation: The lenders whose loan products we distribute generally provide their loan products to us at a wholesale rate. The retail price that we offer you will include our compensation. For example, if you would rather pay a lower interest rate, you may pay higher up-front points and fees. Also, if you would rather pay less up-front, you may pay all of our compensation indirectly through a higher interest rate in which case we will be paid directly by the lender. The cost of our services and/or compensation is not due unless, and until, the loan closes. We cannot receive compensation from both the borrower and the lender on the same transaction.

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- BORROWER -	- DAIE -	
By signing below, applicant(s) acknowleds  - BORROWER -		s signed Agreement.
Mortgage Loan Originator	Date	NMLS License No.
Indianapolis, IN 46204	1-800-382-48	80
30 S. Meridian, Suite 300	1-317-232-58	
INDIANA DEPARTMENT OF FINA BY U.S. MAIL:	ANCIAL INSTITUTIONS BY TELEPH	
Indianapolis, IN 46204	1-800-223-87	91
302 W. Washington St., Room E-111	1-317-232-66	81 or <a href="http://www.in.gov/sos/securities/">http://www.in.gov/sos/securities/</a>
INDIANA SECRETARY OF STATE BY U.S. MAIL:	E, SECURITIES DIVISIO BY TELEPH	
SELECTED THROUGH ONE OF THE M	MEANS LISTED BELOW	V.
		EGULATORY OVERSIGHT BY THE AGENCY SELECTED IMPLAINT AGAINST OR INQUIRY REGARDING THE SHOULD CONTACT THE AGENCY
	IS LI	CENSED UNDER THE LAWS OF THE STATE OF
	days from the execution	date of this agreement. No statement or representation by a loan on is in writing.
SECTION 4. OTHER TERMS OF AGE	REEMENT	
		n from both the borrower and the lender on the same transaction
<b>Borrower Compensation:</b> We will char	ge vou nerc	ent of the loan amount, with a minimum of \$ and

## 710 IAC 1-22-5 Forms

Sec. 5. Within three (3) business days of the time an application for a loan is made to a licensee, the licensee must have entered into a separate, signed, and written loan broker agreement with the potential borrower.

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