

LOAN BROKERAGE DISCLOSURE STATEMENT AND FEE AGREEMENT

Pursuant to Missouri Rev. Stat. Ann. §443.867

Borrower(s):

Date:

Loan Number:

Property Address:

Mortgage Loan Broker:

Loan Originator:

License #:

License #:

NMLS ID #:

NMLS ID #:

Loan Terms:

Loan Amount: \$ _____ Term: _____ (in months)

Interest Rate: _____ % Amortization Term: _____ (in months)

Sales Price: \$ _____ Appraised Value: \$ _____

Loan Type: Fixed Arm (type: _____) Other: _____

Lien Type: First Second

There is a Prepayment Penalty There will be a Balloon Payment

Loan Fee: \$ _____ or (_____ %) of the principal balance of the loan obtained.

Term of Agreement: This Brokerage Agreement is valid from the date of signing until: _____ .

LOAN BROKERAGE AGREEMENT

UPON REQUEST A COPY OF THE FOLLOWING AGREEMENT SHALL BE MADE AVAILABLE TO THE BORROWER OR THE BORROWER'S ATTORNEY FOR REVIEW PRIOR TO SIGNING.

1. The Borrower grants to the Broker exclusive rights to negotiate a mortgage loan on behalf of the Borrower with the lenders which have correspondent agreements with Broker for the Term of Agreement.
2. The Borrower agrees to complete all information and to provide all information requested by the Broker or lender in order to complete the Borrower's application for a mortgage loan.
3. The Broker agrees to exert their best efforts to obtain a mortgage loan commitment for the Borrower.
4. The Borrower agrees to pay the Broker, at the time of application, certain costs of the application which may include reimbursement to third parties for costs such as credit reports and appraisals as set forth in a separate loan estimate provided to the Borrower. The estimate of costs and the actual costs could be affected by conditions which may include, but are not limited to, an appraised value

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different from that estimated by the Borrower or credit obligations which the Borrower fails to report. Borrower agrees to pay other reasonable costs of the Broker in connection with the mortgage application.

5. At the time the Broker obtains a mortgage loan commitment, the Borrower agrees to pay the Loan Fee to the Broker for obtaining the mortgage loan commitment. THE LOAN FEE IS AN OBLIGATION OF BORROWER UPON COMMITMENT, AND SHALL BE PAID AT THE TIME OF LOAN CLOSING OR OUT OF LOAN PROCEEDS.
6. Once a mortgage loan commitment has been obtained, if the Borrower withdraws the application or has made material misrepresentation on the loan application or failed to provide necessary documentation for loan processing or closing, the Broker may keep all costs that have been paid by the Borrower, may collect any loan fees due and recover any additional actual costs that it has incurred, including but not limited to reasonable attorneys' fees for enforcing its rights under this Agreement.
7. The Broker agrees to provide to the Borrower a Truth-in-Lending disclosure transfer of servicing documents, good faith estimates of closing costs, and all other documents required by state or federal law. The documents are to be provided and signed by the Borrower within three (3) days of the application.
8. This Agreement incorporates the "**Loan Brokerage Disclosure Statement**" below and the "**Borrower Information Document**" given separately.
9. The Borrower authorizes the release of any and all credit information to the Broker, its agents or lenders with which the Broker has correspondent agreements. The Broker 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 the Broker at the time of execution of this Agreement) including but not limited to: appraised value of the Property, undisclosed credit obligation, a change in financial circumstances, or a change in available loan programs which may result in the voiding of this Agreement. Upon completion of all verifications and the Property appraisal, the Broker will submit the application information to one or more lenders for their consideration to grant a loan commitment.
10. This Loan Brokerage Agreement is the only agreement between the Borrower and the Broker, except for a Rate-Lock Fee Agreement.

LOAN BROKERAGE DISCLOSURE STATEMENT

The Borrower acknowledges by signing below that they understand the following:

1. The Broker does not make loans.
2. Actual funds are provided by another entity, which may affect availability of funds.
3. Name(s) in which Broker has operated under during preceding ten (10) years:

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4. Name(s) of any parent or affiliated companies:

5. Broker is a: Individual Corporation
 Partnership Association

6. The Broker: brokers loans to only one (1) entity.
 brokers loans to more than one (1) entity.

THE UNDERSIGNED BORROWER HAS READ AND UNDERSTANDS THE ABOVE LOAN BROKERAGE DISCLOSURE STATEMENT OR HAS HAD THE CONTENTS EXPLAINED BY SOMEONE NOT CONNECTED WITH THE BROKER.

ACKNOWLEDGEMENT

I/We have read the above document and acknowledge receiving a copy by signing below.

_____	_____	_____	_____
Borrower	Date	Co-Borrower:	Date
_____	_____	_____	_____
Co-Borrower:	Date	Co-Borrower:	Date

BROKER:

_____	_____
Broker Representative Signature	Date

_____	_____
Broker Representative Printed Name	Title

In the event the mortgage loan brokerage disclosure statement and fee agreement is not fully compliant with the above provisions or in the event the mortgage loan broker obtains fees and compensation in excess of the amount disclosed, the mortgage loan broker must forfeit double the amount of fees and compensation obtained to the borrower.

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