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## Mortgage Broker Fee Agreement For Financial Services South Carolina

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**Notice to Prospective Borrower(s):** Read this contract carefully so that you can make an informed choice. You are entitled to a copy of this contract. Signing this contract does not obligate you to obtain a mortgage loan through this mortgage broker, nor does it constitute mortgage loan approval.

This agreement is valid for ninety (90) days from this date.

Proposed Loan Amount \$  1st or 2nd Mortgage  Interest Rate

### Who do I Represent?

,  
as your mortgage broker and/or originator, (we are/I am) acting as your agent in providing mortgage brokerage services.  
As your agent we/I owe you a duty of the utmost care, honesty and loyalty, including full disclosure of all material facts.

(Mortgage broker/originator must initial the following statement that is applicable.)

\_\_\_\_\_ We are/I am, also, the agent for   
(Name of Additional Person with an agency relationship)

\_\_\_\_\_ We/I do not have an agency relationship with any other person.

The following services will be provided to you at the estimated cost shown below. These services will be paid for by the person indicated, either you (the borrower), the lender, or both parties. See the attached Loan Estimate (LE) for services provided, estimated costs, and the person responsible for payment.

### Lender Payments to Broker (Yield Spread Premium) Disclosure

For purposes of this disclosure, a yield spread premium (YSP) is the amount paid to the broker by the lender, based on the difference between the interest rate at which the broker originates the loan and the par, or market rate, offered by a lender. If you would rather pay a lower interest rate, you may pay higher up front fees. If you pay less up front, you may pay a higher interest rate. Before you sign this contract, I can display alternatives for you. The amounts disclosed on this agreement apply only if you qualify for this loan. It is understood that no fee will be charged if either the borrower or the lender turns down the loan.

1. Dollar amount of Yield Spread Premium (YSP) \$

2. Dollar amount of mortgage \$

Percent of YSP in relation to loan amount  % (Item 1/Item 2)

The following is an itemization of points, fees and commissions related to my mortgage

\$

\$

\$

\$

\$

3. Total Points, Fees and Commissions \$

Percentage of Points, Fees and Commissions in relation to loan amount (Item 3/Item 2)  %

Total of YSP, Points, Fees and Commissions (Item 1 + Item 3) \$

Percent of YSP, Points, Fees and Commissions in relation to the total loan amount  %

This loan may be co-brokered, in which case \_\_\_\_\_ may share mortgage broker services or fees with another mortgage broker on behalf of the borrower. Within three (3) days of making a final decision to co-broker a loan, \_\_\_\_\_ will provide borrower with written notice of such co-brokering.

**Agency to Receive Borrower Complaints**

The S.C. Department of Consumer Affairs is designated to receive complaints or inquiries about the origination and brokering of your mortgage. You may make a complaint to the agency by mail, telephone, or online.

Street Address South Carolina Department of Consumer Affairs  
2221 Devine Street, Suite 200  
Columbia, SC 29205

Mailing Address South Carolina Department of Consumer Affairs  
P.O. Box 5757  
Columbia, SC 29250

Phone Number 803-734-4200 or toll free in SC only 1-800-922-1594  
Website <http://www.consumer.sc.gov/>

I acknowledge by my signature that I have received a fully executed copy of the Mortgage Broker Fee Agreement at the time of my application for a mortgage. The Agreement has been explained to me, and I understand it. I understand that a copy of the Agreement will be maintained in my file with my mortgage broker. I voluntarily enter into this mortgage transaction.

**Borrower**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

[ ] Refer to the attached *Signature Addendum* for additional parties and signatures.

By signing below, the mortgage broker certifies that the information in this contract is accurate and complies with all provisions of state and federal law.

By: \_\_\_\_\_

\_\_\_\_\_  
DATE SIGNED

## Attention Borrowers: Know Your Rights!

This may be the largest and most important loan you get during your lifetime. You should be aware of certain rights before you enter into any loan agreement.

1. You have the **RIGHT** to shop for the best loan for you and compare the charges of different mortgage brokers and lenders.
2. You have the **RIGHT** to be informed about the total cost of your loan including the interest rate, points and other fees.
3. You have the **RIGHT** to receive a Loan Estimate, containing all loan and settlement charges before you agree to the loan and pay any fees.
4. You have the **RIGHT** to know what fees are not refundable if you decide to cancel the loan agreement.
5. You have the **RIGHT** to ask your mortgage broker to explain exactly what the mortgage broker will do for you.
6. You have the **RIGHT** to know how much the mortgage broker is getting paid by you and the lender for your loan.
7. You have the **RIGHT** to ask questions about charges and loan terms that you do not understand.
8. You have the **RIGHT** to a credit decision that is not based on your race, color, religion, national origin, sex, marital status, age, or whether any income is from public assistance.
9. You have the **RIGHT** to know the reason if your loan was turned down.
10. You have the **RIGHT** to ask for the HUD settlement costs booklet "Shopping for Your Home Loan".
11. You have the **RIGHT** to request a copy of the Closing Disclosure three (3) business days prior to your loan closing.

*Shopping for Your Home Loan* and other helpful information is available at HUD's website:  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/housing/rmra/res/settlement-cost-booklet03252010](http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/rmra/res/settlement-cost-booklet03252010)  
For other questions call (202) 708-1112.