



Rocky Mountain Mortgage Specialists, Inc.
Wholesale Lending Division

BROKER APPLICATION CHECKLIST AND INSTRUCTIONS

Please submit the following items for approval:

1. Completed Application _____
2. Signed and dated Agreement _____
3. Corporate Resolution (Form Attached) _____
4. Resumes of Principals and Key Officers _____
5. W-9 Form (Attached) _____
6. Most Recent Financial Statement _____
7. Check made payable to VA for \$100.00
(if you are applying to submit VA loans) _____
8. Copy of your HUD approval letter
(If you are applying to submit FHA loans) _____
9. Signed TCPA Agreement _____



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MORTGAGE BROKER APPLICATION

APPLYING FOR BROKER STATUS TO SUBMIT:			
___ FHA LOANS	___ VA LOANS	___ CONVENTIONAL LOANS	___ RURAL DEVELOPMENT

<p>COMPANY INFORMATION:</p> <p>COMPANY NAME: _____</p> <p>DATE COMPANY ESTABLISHED: _____</p> <p>STREET ADDRESS: _____</p> <p>CITY / STATE / ZIP: _____</p> <p>OFFICE PHONE: _____ OFFICE FAX: _____</p> <p>E-MAIL ADDRESS: _____</p> <p>PRIMARY CONTACT: _____</p> <p>LEGAL OWNERSHIP: ___ CORPORATION ___ SOLE PROPRIETOR ___ PARTNERSHIP ___ LLC</p> <p>IF CORPORATION: DATE OF INCORPORATION: _____ STATE: _____</p> <p>FEDERAL TAX ID. : _____) IF SOLE PROPRIETOR, SS#: _____</p>
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<p>PRINCIPALS / OFFICERS <i>(List all Principals/Officers and/or Partners)</i></p> <ul style="list-style-type: none"> • NAME: _____ TITLE: _____ SS# _____ PERCENTAGE OF OWNERSHIP: _____ RESIDENCE ADDRESS: _____ CITY/STATE/ZIP: _____ • NAME: _____ TITLE: _____ SS# _____ PERCENTAGE OF OWNERSHIP: _____ RESIDENCE ADDRESS: _____ CITY/STATE/ZIP: _____ • NAME: _____ TITLE: _____ SS# _____ PERCENTAGE OF OWNERSHIP: _____ RESIDENCE ADDRESS: _____ CITY/STATE/ZIP: _____
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<p>GENERAL INFORMATION</p> <p align="right">NUMBER OF LOAN OFFICERS ON STAFF: _____</p> <p align="center">NUMBER OF LENDERS USED FOR THE MAJORITY OF YOUR BUSINESS: _____</p> <p>MONTHLY AVERAGE DOLLAR VOLUME IN BROKERED RESIDENTIAL LOANS: _____</p> <p>IF HUD APPROVED, PLEASE INDICATE MORTGAGEE NUMBER:</p> <p>ID NUMBER _____</p> <p>HUD OFFICES YOUR COMPANY IS APPROVED WITH:</p> <p align="center">_____</p>



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BROKER APPLICATION

LENDER REFERENCES *(Investors with whom you are currently doing business)*

- **CO. NAME:** _____ **CONTACT:** _____
ADDRESS: _____ **PHONE:** _____
CITY / STATE / ZIP: _____
- **CO. NAME:** _____ **CONTACT:** _____
ADDRESS: _____ **PHONE:** _____
CITY/ STATE / ZIP: _____
- **CO. NAME:** _____ **CONTACT:** _____
ADDRESS: _____ **PHONE:** _____
CITY / STATE / ZIP: _____

DISCLOSURE / DUE DILIGENCE
PLEASE CHECK THE APPROPRIATE LINE BELOW IF YOU HAVE BEEN SUBJECT TO ANY OF THE FOLLOWING:

YES **NO** 1. Has your Company ever been suspended from selling or servicing mortgages by an investor? If yes, please provide explanation.

YES **NO** 2. Has your Company, and/or any principals or corporate officers, been named as a defendant in a lawsuit for alleged fraud or misrepresentation in connection with any real estate related activity? If yes, please provide explanation.

YES **NO** 3. Has your Company, and/or any principals or corporate officers, filed for protection from creditors under any provision of the bankruptcy laws within the past seven years? If yes, please provide explanation.

YES **NO** 4. Has your Company, and/or any principals or corporate officers, ever had a real estate or other professional license suspended, revoked or received any other disciplinary action from a regulatory agency? If yes, please provide explanation.

YES **NO** 5. Has any lender enforced, or attempted to enforce, the Hold Harmless or Repurchase clauses of their correspondent or broker agreement with your company and/or any principals or corporate officers? If yes, please provide explanation.

YES **NO** 6. Has any officer or employee of your company ever been listed on any agency exclusionary list?

CERTIFICATION /AUTHORIZATION

I HEREBY AUTHORIZE ROCKY MOUNTAIN MORTGAGE SPECIALISTS, INC. TO REVIEW REFERENCES, BUSINESS OR PERSONAL CREDIT, OR ANY ITEMS CONTAINED IN THIS APPLICATION AND ITS ATTACHMENTS , OR OTHER ITEMS DEEMED NECESSARY TO APPROVE THIS APPLICATION. I FURTHERMORE CERTIFY THAT THE INFORMATION PROVIDED IN THIS APPLICATION, INCLUDING ATTACHMENTS, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Signature: _____ **Signature:** _____

Name: _____ **Name:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____



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BROKER AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between Rocky Mountain Mortgage Specialists, Inc., a corporation organized and existing under the laws of the State of Colorado, having its principal office and place of business at 7075 South Alton Way, Centennial, CO 80112 (hereinafter referred to as "RMMSI") and _____ (hereinafter referred to as ("Broker")) a _____ (type of entity), organized in the State of _____.

WITNESSETH:

WHEREAS, RMMSI, in the conduct of its business as a mortgage banker desires to have Broker perform, and Broker desires to perform, the service of loan origination for the purpose of submission to and closing a loan with RMMSI;

WHEREAS, Broker is not an agent of RMMSI but desires to submit residential mortgage loans to RMMSI on a non-exclusive basis.

WHEREAS, Broker and RMMSI wish to continue their established relationship or start a new relationship, and both parties agree that all loans, submitted to and/or approved and closed by RMMSI, which were originated by Broker either prior to or after the date of this agreement are hereby included in this agreement and shall be governed by the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the parties agree as follows:

1. The undersigned is duly organized, existing and in good standing under the laws governing its creation and existence (both State and Federal) and is duly authorized and qualified to originate Deeds of Trusts or Mortgages. All of the Broker's employees or contract workers have the proper licensing needed by the State and/or any governing entity.
2. All loans submitted for approval to RMMSI will be originated and processed in accordance with all applicable Federal, State and local laws and regulations, including but not limited to, the Real Estate Settlement Procedures Act of 1974 as amended (RESPA), Regulation Z (Truth-in-Lending), Equal Credit Opportunity Act of 1975, Fair Credit Reporting Act, and the Flood Disaster Protection Act of 1973.
3. Broker will submit to RMMSI completed loan packages under such programs, terms and requirements as set forth by RMMSI and/or FNMA or FHLMC or FHA or VA or USDA. With submission of the application, Broker will furnish to RMMSI at Broker's expense credit, financial and other information as RMMSI requires in order to investigate and consider the application and Broker shall, at Broker's expense, perform such other functions as RMMSI requires to facilitate the closing of the loan transaction. Nothing in the Agreement, however, shall be construed as creating any obligation of RMMSI to accept the applications and/or grant the loan requested. All such applications shall be governed entirely by the requirements of RMMSI.
4. All documentation will be originated and processed directly by Broker (i.e. no third party brokered loans). No other party will be paid by the Broker directly or indirectly except for Broker's employees or as disclosed on the HUD I at closing.
5. Any fees, commissions and other consideration to be received by Broker with regard to any application tendered to RMMSI will be paid by RMMSI after deducting all fees, costs incurred from any third party on any loan and charges due RMMSI as specified in its pricing schedules. No consideration of any kind shall be due or payable on any loan transaction that is not funded and closed by RMMSI. No consideration of any kind shall be due and payable on any loan closed by RMMSI until RMMSI is in receipt of all documentation required for said closing and/or purchase by the investor. Any Third Party fees, incurred by RMMSI on a Broker loan,, will be paid to RMMSI by the Broker upon request. Any errors in any payment to a Broker will be refunded to RMMSI upon request.



Rocky Mountain Mortgage Specialists, Inc. Wholesale Lending Division

6. Broker understands and agrees that the total maximum compensation on all loans is limited to a total of four percent of the loan amount. This compensation limitation includes, but is not limited to: YSP, either origination fee or broker fee if origination fee is not allowed and processing fees collected at closing and paid to Broker. Reimbursable actual third part vendor costs are not included in the 4%. Discount points shall not be paid to a Broker.
7. RMMSI and Broker agree that the Broker is neither an agent nor an employee of RMMSI, and may not be construed as such by reason of this Agreement. Instead, Broker is hereby expressly prohibited from holding itself out as an agent, representative or employee of RMMSI, or having any endorsement from or affiliation with RMMSI. Broker is specifically prohibited from using RMMSI's name in any form of advertising.
8. The undersigned Broker shall defend, indemnify, and hold harmless RMMSI, its agents, employees, successors and assignees against and from any suits for claims against RMMSI in connection with loan applications submitted by Broker. Broker agrees to pay for any cost to defend against any suit brought against Broker or RMMSI in relationship to any loan submitted to RMMSI by the Broker. The right of indemnification provided by this paragraph shall be in addition to and shall in no way limit or restrict any other rights or remedies under applicable law.
9. Broker understands that loan delivery is mandatory, if the loan closes. Broker agrees that any loan application locked with RMMSI will be processed solely for delivery to RMMSI, and will not be locked in with any other lender unless RMMSI denies the loan. Broker further agrees to comply with RMMSI's loan lock-in policy. Violation of this covenant will be \$1000 or 1% of the closed loan amount, whichever is greater. Broker will pay RMMSI this amount within 15 days of request by RMMSI.
10. Broker shall make prompt, timely, full, accurate and truthful disclosure to RMMSI of all facts, information and documentation which Broker may know, suspect or have notice of, which could or would effect, or has effected, the approval, validity, ability to collect or enforceability of any loan originated by Broker for approving and/or closing by RMMSI.
11. In regards to loans submitted to the RMMSI by Broker: Broker hereby indemnifies, agrees to reimburse the RMMSI for any costs incurred, and saves and holds RMMSI, its successors and assigns harmless from, against, for and in connection to: any and all damages, losses, obligations, liabilities, liens, deficiencies, costs and expenses including without limitation reasonable attorney's fees and other costs and expenses incident to any suit, action, investigation, claim or proceeding, whether a formal proceeding with respect to recovery thereof shall be instituted or not, suffered, sustained, incurred or required to be paid by RMMSI, its successors or assigns as a result of (a) the failure of Seller to comply with any such laws or regulations or any violation by Broker of any terms or provisions of this Agreement; (b) any representations or warranties made by Broker herein being untrue or incorrect in any material respect; (c) any errors by Broker in originating any loan; (d) any intentional or not intentional omission of a material fact, by any party to the loan, in connection with any transaction with RMMSI; (e) any fraud or misrepresentation found in any file whether it be from any party to the transaction and/or on any document related to the transaction; (f.) any failure to observe or perform any of the covenants and agreements set forth herein; (g.) Early Payoff or Early Payment Default as described below.

Broker agrees that if any mortgage loan fails to: conform with the representations and/or warranties or covenants herein, or becomes an Early Payoff or Early Payment Default, Broker will reimburse RMMSI for any and all losses: including but not limited to: losses due to deficiencies, any costs and expenses suffered, sustained or incurred by RMMSI in relation to any Broker loan, losses in relation to marketing a property for sale, all foreclosure related costs, loss of interest, any type of funds due to an investor in connection with an Early Payment Default or Early Payoff or a misrepresented file. Said losses may be reasonably determined by RMMSI. Broker will promptly and willingly reimburse RMMSI for all losses as stated above in addition to all fees paid to Broker by RMMSI and/or any party including the seller or borrower in association with the Broker's loans. Such payment shall be made within 15 days of RMMSI's demand.

Early Payoff (aka EPO): RMMSI will require Broker to repay any premium, (over par) pricing, service release premium, yield spread premium, investor penalty or charges and/or any type of Broker compensation on any loan, if it is paid off prior to the borrower making the 6th monthly payment to RMMSI or the 6th monthly payment to the investor RMMSI sells the loan to. Such payment shall be made from the Broker to the RMMSI within 15 days of demand by RMMSI.



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Early Payment Default (aka EPD): Should any loan become more than 60 days delinquent during the first 12 months, or per the Servicers Early Payment Default Policy, if its policy is less restrictive on a loan, the loan will be considered an Early Payment Default. Broker may be given the opportunity or may be required to repurchase the loan based on RMMSI figures or the Servicers figures. at the discretion of RMMSI. If the loan is not repurchased by the Broker, then losses as stated in #11., may apply. RMMSI will require the Broker to reimburse RMMSI for any type of funds RMMSI is required to pay to the investor for an Early Payment Default. The funds could include Yield Spread Premium paid to the Broker, Service Release Premium paid on the loan to RMMSI, plus any penalties or administrative costs or estimated losses assessed by the investor in association with said loan. The Broker shall make such payment to RMMSI within 15 day of demand by RMMSI.

- 12. Broker agrees to submit within 90 days of the end of Correspondent’s fiscal year, current financial statements for review by RMMSI. RMMSI must be notified immediately of changes in licensing, name of corporation or any other pertinent information regarding Broker.
- 13. Broker cannot assign this Agreement without the express written consent of RMMSI. No assignment shall relieve Broker of any Broker obligations hereunder.
- 14. Either party may terminate this Agreement at any time upon delivery of written notice of termination. No grounds for termination are necessary, and it may be made with or without cause. Termination will not relieve Broker of any Broker obligations hereunder.
- 15. Broker understands that as a matter of prudent business practice, RMMSI conducts both pre-closing and post-closing quality control audits of loans submitted. Should any discrepancy arise, Broker will be advised, and a written response will be requested and must be provided within 10 days. Subject to the individual situation, RMMSI may be required to refer its finding to the appropriate governing agency for further investigation.
- 16. This Agreement shall be interpreted in accordance with the laws of the State of Colorado. In the event of any dispute arising out of or relating to this Agreement, and if RMMSI is the prevailing party in any court proceeding, RMMSI shall be entitled to recover all reasonable expenses in connection with the proceeding, including but not limited to, costs, attorneys fees and accountants fees.
- 17. The waiver of any one or more of the covenants, agreements, representations and warranties, terms and conditions shall in no way relieve Broker of its obligations to fully, completely and timely perform hereunder in respect to all other items of the agreement. If any item is deemed to be legally unenforceable, this shall in no way relieve the Broker of its obligations to fully, completely and timely perform hereunder in respect to all other items of this agreement.
- 18. This does not apply to Banks or Credit Unions or FHA Approved Correspondents with the FHA required net worth: The Broker owners agree to be personally responsible for all items in this Broker Agreement. For FHA Correspondents, if the Broker’s net worth drops below the FHA required amount, the Brokers owner(s) will become personally responsible for all items in this Broker Agreement.

Any notices necessary to be given under the provisions of this Agreement will be sufficient if in writing and delivered either by traceable overnight mail or by Certified United States mail, to the addresses listed below.

Rocky Mountain Mortgage Specialists, Inc.
7075 S. Alton Way
Centennial, CO 80112
Attention: Carol Junta

Broker: Name and Address

All owners are required to sign below.
(Except for Banks and Credit Unions)
Authorized Signers:

By: _____

By: _____
Title: _____
By: _____
Title: _____

Date: _____

Date: _____



Rocky Mountain Mortgage Specialists, Inc.
Wholesale Lending Division

**RESOLUTION OF THE BOARD OF DIRECTORS AND
CERTIFICATE OF AUTHORIZED SIGNATURES**

The undersigned, _____, Secretary of _____,
a _____ corporation, (Hereinafter called the "Corporation") does hereby certify:

1. That the Board of Directors of the Corporation hereby authorizes that the Corporation apply for approval as a seller with Rocky Mountain Mortgage Specialists, Inc.
2. That he/she is duly elected, qualified and acting as Secretary of the Corporation and has custody of the corporate records, minutes and corporate seal.
3. That a meeting of the Board of Directors of the Corporation, duly called, convened and held on _____, at which meeting a quorum was present and voted throughout, the following resolutions were duly adopted by said Board and said resolutions have not been amended, altered or repealed and remain in full force and effect on the date hereof:

RESOLVED, that any one of the following officers:

<u>NAME</u>	<u>SIGNATURE</u>	<u>TITLE</u>

of this Corporation, or any one or more of them, she/he and each of them is hereby authorized and empowered in the name of and on behalf of this Corporation under its corporate seal to execute all documents, agreements, contracts, assignments, and warranties to facilitate the establishment of the aforementioned programs; and is authorized to encumber the Corporation under optional best effort commitments necessary for the continuing operation of the above mentioned program.

RESOLVED, that any acts or instruments of the kind mentioned in any of the above preceding paragraphs heretofore done or executed by any one of the above mentioned officers on behalf of this Corporation are hereby adopted, ratified and confirmed.

In witness whereof, the undersigned has caused this certificate to be executed and the seal of the Corporation to be hereunto affixed this _____ day of _____, _____.

_____, Secretary

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



Rocky Mountain Mortgage Specialists, Inc.
7075 S. Alton Way
Centennial, CO 80112
Phone 303 221-2219 ext.159 Fax 720 493-9875
Wholesale Division

Compliance with the Federal Telephone Consumer Protection Act of 1991

The Federal Telephone Consumer Protection Act (TCPA), (47 U.S.C. § 227), was enacted in 1991 and revised in 2002. The law provides protection and legal recourse to consumers who receive unsolicited telephone or fax “broadcasts.” Rocky Mountain Mortgage Specialists Inc. (RMMSI) complies fully with the TCPA and in order to prevent any unsolicited distribution of advertising material, RMMSI requires all brokers to sign the following agreement. RMMSI limits such broadcasts to pertinent advertising and business related material.

Agreement to accept fax and telephone broadcasts.

I _____, a duly authorized representative of the following company;
_____, do hereby agree to accept any broadcast fax or
telephone communications from Rocky Mountain Mortgage Specialists Inc. (RMMSI) I also agree to
notify RMMSI in writing if I no longer wish to accept fax or telephone broadcasts from the same.

Signed

Date:



Rocky Mountain Mortgage Specialists, Inc.

It is the policy of Rocky Mountain Mortgage Specialists, Inc. (RMMSI) to support the eradication of loan fraud within the residential lending marketplace. Mortgage Brokers doing business with RMMSI should be advised that they bear the responsibility for all actions, performed in the course of business, of his or her employees or licenses.

THE SUBMISSION OF A LOAN APPLICATION CONTAINING FALSE OR MISREPRESENTED INFORMATION IS A FEDERAL CRIME.

Although loan fraud or negligent misrepresentation may be perpetrated in many forms, some of the most common examples are shown below:

Submission of inaccurate information, including false statements on the loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit and asset information or personal information including identity, ownership/non-ownership of real property, etc.

Forgery of misrepresentation of partially or predominately accurate information.

Inaccurate representations of current occupancy or intent to maintain required occupancy as agreed in the security instrument.

Lack of due diligence or concern by broker, loan officer, interviewer or processor, including failure to obtain or divulge all information required by the application and failure to request further information as dictated by Borrower's response to other questions.

This might include, but is not limited to:

Simultaneous or consecutive processing of multiple owner-occupied loans from a single applicant where information differs on each application.

Permitting an application or interested third party to assist with the processing of the loan.

Failure of broker to disclose any relevant or pertinent information.

Consequences of Loan Fraud

The consequences of loan fraud are far-reaching and expensive. RMMSI warrants the quality of our loan production to our investors. Fraudulent loans may not be sold in the secondary market for home mortgages. If a loan is discovered to be fraudulent after its sale, RMMSI could be obligated to repurchase the loan from our investor. Fraudulent loans harm our reputation and strain our relationships with our investors and mortgage carriers.

The consequences for those who participate in loan fraud are even more severe. **Please be advised that RMMSI will report to; fully and actively cooperate with the FHA, FNMA, FHLMC and any Federal, State or local law enforcement agency in the pursuit and prosecution of any person who commits loan fraud.** Following is a partial list of a few of the repercussions that may be experienced:

To the Broker:

1. Criminal prosecution, which may result in possible fines and imprisonment.
2. Revocation of the Brokers license
3. Inability to access lenders caused by the exchange of legally permissible information between lenders, mortgage insurance companies, FNMA, FHLMC, and other investors, policy agencies and state and Federal regulatory agencies.
4. Civil action by RMMSI
5. Civil action by applicant and other parties to the transaction.
6. Loss of approved broker status with RMMSI

To the Borrower:

1. Acceleration of debt as mandated in the security instrument (Mortgage or Deed of Trust)
2. Criminal prosecution which could result in possible fines or imprisonment.
3. Civil action by RMMSI
4. Civil action by other parties to the transaction, such as seller or real estate agent/broker.
5. Forfeiture of any professional license.
6. Adverse, long-term effect on credit history.

I have read the foregoing. I understand accept and agree to the policy of loan fraud as established by RMMSI on this document.

Broker

Date