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Broker Package

Dear Mortgage Originator,

Thank you for your interest in joining the expanding family of loan originators who depend on Life Mortgage Group to fund their prime, FHA, Alt-A, and non-prime loans.

1. Complete and sign the "Mortgage Originator Application"
2. Fully execute the "Mortgage Originator Application"
3. Execute Fraud policy addendum
4. Complete and endorse the W-9 form
5. Copy P&L, Balance Sheet & last years audited financials
6. Copy of QC Plan
7. FYI- Life Mortgage Group will check FHLMC exclusionary list to verify that Broker/Correspondent is not on the list and perform a background check on all principals with Interthinx
8. LO Roster (Please indicate Full, Part-time and all offsite LOs ****Must be signed by all principals**)
9. Resume on Principal & Key Employees
10. Letter on Company letterhead stating no legal action past or present against the company or principal and a letter on Company letterhead disclosing any company affiliated business relationships
**If any please explain in detail, along with documentation if available
11. Credit report on any Principal with 10% or more ownership within in the last **90 days**
12. Branch Licenses if applicable ****Must have individual loan officer licenses if state required**
13. Copy of Articles of Incorporation or Articles of Organization if LLC
14. Copy of all State Licenses ****Must have individual loan officer licenses if state required**
15. Copy of Agency, VA or HUD approval letters if applicable

To ensure quick turnaround time, please be sure to submit all information in its entirety.

For your convenience, we can supply some documents via e-mail. If you are willing to receive documents via e-mail, please include your e-mail address in the application. By accepting documents via e-mail, you will be responsible for ensuring that documents are printed properly.

Thank you in advance for your cooperation. We look forward to a profitable and professional business relationship.

Mortgage Originator Application

Account Executive Name _____

Parent Company Name (if applicable)

DBA (if applicable)

Main Office Address

City

State

Zip

(Main Office) Telephone

Fax

E-mail address: _____

Tax ID No: _____ Years in Business: _____

Corporation _____ LLC _____ Partnership _____ Sole Proprietorship _____

Do you originate loans under any additional dba's? _____ If so, who? _____

FHA Approved? Y / N

Primary Contact

Name

Title

Senior Officers of Company

Name

Title

INCLUDE A COPY OF THE BROKER LICENSE FOR EACH STATE AND LOCATION WHERE YOU WANT TO BE APPROVED. **Any principal having 10% or greater ownership must sign

NUMBER OF ADDITIONAL OFFICES

***PLEASE LIST ON ATTACHED SHEET**

X _____
Originator's signature

Print or Type Name and Title

X _____
Originator's signature

Print or Type Name and Title

X _____
Originator's signature

Print or Type Name and Title

X _____
Originator's signature

Print or Type Name and Title

PLEASE LIST BRANCHES BELOW

Name of DBA (if applicable)

Name of Primary Contact

Office Address

City State Zip

() _____
Phone Fax

Name of DBA (if applicable)

Name of Primary Contact

Office Address

City State Zip

() _____
Phone Fax

Name of DBA (if applicable)

Name of Primary Contact

Office Address

City State Zip

() _____
Phone Fax

Reference

(Names, address, contact person and phone number of lenders to whom you currently submit loans)

1. _____
2. _____
3. _____

MORTGAGE ORIGINATOR AGREEMENT

This agreement is entered into this _____ day of _____ 20 ____ between H&H Financial Group LLC, dba Life Mortgage Group (“LMG”), an Indiana LLC and (“Originator”)

The parties hereby represent, warrant, or agree as follows:

1. Originator represents and warrants that it is a duly organized and validly existing entity in good standing under applicable laws of the state of _____ and is properly licensed and registered in such states in which it is engaged in the business of originating mortgage loans, and that it has a requisite authority and capacity to enter into this agreement. Originator’s compliance with the terms and conditions of this agreement will not violate any provisions of its charter documents, any instrument relating to the conduct of its business, or any other agreement, law, or regulation to which it may be a party or under which it may be governed. Additionally, Originator represents and warrants that the officer signing this agreement on its behalf is authorized to sign this agreement, and is empowered to commit Originator to the terms hereof.
2. LMG shall make available to Originator product descriptions of the various wholesale lending programs being offered by LMG from time to time. Such descriptions may include loan size limits (including minimum and maximum loan amounts), loan to value ratios, debt ratios, ownership status, loan terms, lien position of the loans, costs, borrower credit history, and other loan characteristics or requirements, however such descriptions will be guidelines and shall not be binding upon LMG. LMG shall communicate any approval it elects to make of a loan submitted to it by Originator in writing.
3. Originator shall be responsible for preparing or causing to be prepared and provided any loan application, appraisal, and supporting credit information which it wishes to submit to LMG and such as may be required by LMG in accordance with its policies and procedures as they are established from time to time.
4. Originator shall comply strictly with, and shall cause all personnel employed by Originator to Comply with applicable laws, regulations, rules and ordinances of governmental authorities in connection with all activities of Originator, including without limitation, the Real Estate Settlement Procedures Act of 1974, as amended, the Equal Credit Opportunity Act, as amended, the Truth in Lending Act, as amended, the Federal Fair Credit Reporting Act, as amended, and all other applicable laws and regulations promulgated thereunder.
5. Originator understands that all loans submitted to LMG pursuant to this agreement will underwritten in accordance with LMG’s then current secondary market standards. Appraisers and their qualifications must be approved in advance by LMG; however, such approval does not ensure that LMG will not re-appraise and re-value the appraisals submitted to it from an approved appraiser. LMG will approve or decline loan applications in accordance with its policies and lending standards as interpreted, applied, and determined in its sole discretion.
6. Originator agrees to indemnify and hold harmless LMG from and against any and all claims, demands, liabilities, causes of action, and expenses including attorney’s fees whatsoever relating to or arising out of, or in connection with Originators actions or omissions. Originator shall make prompt, timely, full, accurate, and truthful disclosures to LMG of all facts, information, and documentation which Originator may know, suspect, or have notice of, which could affect or has affected the validity, collectibility, collateral value, security, and enforceability of any loan originated by Originator for funding by LMG. In the event the Originator knowingly submits to

LMG fraudulent “information” of the sort described above, Originator agrees to repurchase any loans so affected immediately upon written demand by LMG and to compensate LMG for any costs and expenses incurred by LMG in connections with the making of such loans and its repurchase by Originator.

7. Nothing contained herein shall constitute a partnership or joint ventures between Originator and LMG, and the parties acknowledge that all times they are operating as independent contractors. Neither party shall at any time hold itself out to be the agent or employee of the other.
8. Either party may terminate this agreement at any time for any reason effective immediately upon written notice to Originator. Originator acknowledges that this agreement is not exclusive and that LMG has and may from time to time enter into other agreements of a similar nature with other loan originators. This particular agreement, however, is personal to both parties and may not be assigned by one party without the written consent of the other party.
9. At LMG’s option, loan documents and disclosures shall be drawn in the name of LMG, Originator (provided Originator is properly licensed) or another party designated by LMG.

**Any principal having 10% or greater ownership must sign

FOR ORIGINATOR

FOR LMG

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

Copy of Originator’s state license for each state in which loans are originated, if applicable, must be attached along with a completed W-9. Facsimile copies of signatures above shall be sufficient for all purposes.

ADDENDUM TO MORTGAGE ORIGINATOR AGREEMENT

It is the policy and intent of H&H Financial Group, LLC dba Life Mortgage Group (“LMG”) to support the eradication of loan fraud within the residential lending marketplace. Wholesale loan Brokers should be advised that a licensed Broker bears responsibility for all actions, performed in the course of business, by his or her employees or licensees. **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 ways, some of the most common examples are shown below:

- * Submission of inaccurate information, including false statements on 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 or misrepresentation or partially or predominantly inaccurate information.
- * Inaccurate representation of current occupancy or intent to maintain required occupancy as agreed in the security instrument.
- * Lack of due diligence or concern by the broker, loan officer, interviewer or processor, inducing failure to obtain or divulge all information required by the application and failure to request further information as dictated by Borrowers response to other questions.
- * Acceptance of information or documentation which is known or suspected to be inaccurate or acceptance of information, which should be known to be or suspected to be inaccurate. This includes:
 - Simultaneous or processing of multiple owner-occupied loans from a single applicant where information differs on each application.
 - Permitting an applicant or interested third party to assist with the processing of the loan. Failure of the broker to disclose any relevant or pertinent information.

***CONSEQUENCES OF LOAN FRAUD:** The consequences of residential loan fraud are far-reaching and expensive. LMG 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, LMG may be required to repurchase an un-saleable loan, impacting our relationships with our investors and Mortgage Insurance Carriers.

* The consequences to those who participate in loan fraud are even more severe. Following is a 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 brokers license.
3. Inability to access lenders caused by the exchange of legally permissible information between lender; mortgage insurance companies; FNMA;FHLMC; and other investors; police agencies; and state and federal regulatory agencies.
4. Civil action by LMG
5. Civil action by applicant (borrower) and / or parties to the transaction.
6. Loss of approved broker or correspondent status with LMG.

I have read the foregoing and I understand and accept LMG’s policy on loan fraud.

SIGNATURE OF ALL PRINCIPALS

TITLE

****A BACKGROUND CHECK WILL BE DONE ON ALL PRINCIPALS THROUGH INTERTHINX****

Mortgage Fraud is investigated by the Federal Bureau of Investigation and is punishable by up to 30 years in federal prison or \$1,000,000 fine, or both. It is illegal for a person to make any false statement regarding income, assets, debt, or matters of identification, or to willfully overvalue any land or property, in a loan and credit application for the purpose of influencing in any way the action of a financial institution.

Some of the applicable Federal criminal statutes which may be charged in connection with Mortgage Fraud include:

- 18 U.S.C. § 1001 - Statements or entries generally
- 18 U.S.C. § 1010 - HUD and Federal Housing Administration Transactions
- 18 U.S.C. § 1014 - Loan and credit applications generally
- 18 U.S.C. § 1028 - Fraud and related activity in connection with identification documents
- 18 U.S.C. § 1341 - Frauds and swindles by Mail
- 18 U.S.C. § 1342 - Fictitious name or address
- 18 U.S.C. § 1343 - Fraud by wire
- 18 U.S.C. § 1344 - Bank Fraud
- 42 U.S.C. § 408(a) - False Social Security Number



Appraiser Fraud Zero Tolerance Policy

It is the policy and intent of H&H Financial Group, LLC dba Life Mortgage Group (“LMG”) to support the eradication of appraisal fraud within the residential lending marketplace. Appraisers should be advised that a licensed Appraiser bears responsibility for all actions, performed in the course of business, by his or her employees or licensees. **THE SUBMISSION OF AN APPRAISAL CONTAINING FALSE OR MISREPRESENTED INFORMATION IS A FEDERAL CRIME!**

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

- Submission of inaccurate information, including false statements on an appraisal and falsification of documents
- Forgery or misrepresentation or partially or predominantly inaccurate information.
- Appraisal ordered by a party to the transaction
- Comparable properties are a significant distance from the subject
- Occupant shown to be tenant or unknown
- Significant appreciation is short period of time
- Appraisal indicated transaction is a refinance when it is a purchase
- Large positive adjustments made to comparable properties
- "For Rent" sign appears in photographs
- Appraisal dated before sales contract
- Owner is someone other than seller shown on sales contract
- Prior sales are listed for subject and/or comparables without adequate explanation
- Failure to indicate if property has been previously or is currently listed on MLS

CONSEQUENCES OF APPRAISER FRAUD

The consequences of residential Appraiser fraud are far-reaching and expensive. LMG warrants the quality of our loan production to our investors. Fraudulent appraisals may not be sold in the secondary market for home mortgages.

The consequences to those who participate in appraisal fraud are even more severe. Following is a list of a few of the repercussions that may be experienced:

1. Criminal prosecution which may result in possible fines and imprisonment.
2. Forfeiture of any professional license.
3. Inability to access lenders caused by the exchange of legally permissible information between lender; mortgage insurance companies; FNMA; FHLMC; and other investors; police agencies; and state and federal regulatory agencies.
4. Civil action by LMG.
5. Civil action by applicant (borrower) and / or parties to the transaction.
6. Loss of approved appraiser status with LMG; will be put on exclusionary list.

I have read the foregoing and I understand and accept LMG's policy on Appraiser fraud.

SIGNATURE OF ALL PRINCIPALS

TITLE
