



E-Close Counterparty Application

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Welcome

Thank you for taking the time to complete and submit this application to become a Counterparty Client with Mid America Mortgage, Inc. in our E-Close Division. Our goal is to provide our clients with a convenient and fast solution to selling loans.

Enclosed in this packet is the information Mid America Mortgage, Inc. needs to have completed. Additional required information is listed on the enclosed checklist (page 3) in order to continue developing our relationship. Please fill out the enclosed forms, attach applicable documents and return it to our office for processing. Our turn-around time varies with each application; however, we will strive to complete the review and processing of this application within two weeks of submittal.

Any questions should be directed to Kara Lamphere, Director, Correspondent Lending. She can be reached via telephone at 214-261-3292; email at kara.lamphere@midamericamortgage.com or via the website at www.mamcorrespondent.com

Checklist

Items provided in this packet for completion

<input type="checkbox"/>	Mid America Mortgage, Inc. Correspondent Counterparty Application – to be completed and signed
<input type="checkbox"/>	Authorization to Release Information - to be completed and signed
<input type="checkbox"/>	Master Correspondent Agreement - to be completed and signed
<input type="checkbox"/>	Modified Correspondent Loan Addendum - to be completed and signed
<input type="checkbox"/>	Officer's Certificate - to be completed and signed
<input type="checkbox"/>	Exhibit A – to be completed
<input type="checkbox"/>	Website agreement – to be completed and signed
<input type="checkbox"/>	Lending Partner Approved Personnel List - to be completed and signed
<input type="checkbox"/>	W-9 – to be completed and signed
<input type="checkbox"/>	Additional Owners (if needed) - to be completed
<input type="checkbox"/>	Additional Affiliated Companies (if needed) – to be completed
<input type="checkbox"/>	Additional Branches (if needed) – to be completed

Items to be provided by Applicant

<input type="checkbox"/>	Last two years of year-end financial statements – audited
<input type="checkbox"/>	Financial statements dated within the last 60 days – unaudited, signed and dated by company officer
<input type="checkbox"/>	Resumes for principles owning 25% or more of company
<input type="checkbox"/>	Fidelity bond, surety bond and errors and omissions coverage
<input type="checkbox"/>	Company Quality Control Plan
<input type="checkbox"/>	Most recent Quality Control Reports
<input type="checkbox"/>	Hiring procedure for checking all employees, including management, involved in the origination of mortgage loans (including application through closing) against the U.S. General Services Administration (GSA) Excluded Parties List, the HUD Limited Denial of Participation List (LDP List), and the Federal Housing Finance Agency (FHFA) Suspended Counterparty Program (SCP) list
<input type="checkbox"/>	Current State Licenses and/or Proof of Exemption for all States of Operation
<input type="checkbox"/>	Company Anti Money Laundering Policy
<input type="checkbox"/>	Affiliated business arrangement disclosure (RESPA ABA disclosure) as applicable
<input type="checkbox"/>	Articles of Incorporation/Certificate of Formation/Certificate of Partnership/Charter/Articles of Organization/Partnership Agreement – as applicable

Mid America Mortgage, Inc. Correspondent E-Close Counterparty Application

Company Name: _____

Dbas: _____

Street Address: _____

City / State / Zip: _____

Primary Contact: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____ Website Address: _____

Federal Tax ID: _____

Date Established: _____ Number of Branches (Please provide a list with names and locations if more than one): _____

Business Structure: Corporation Partnership LLC Sole Proprietorship

Originator Type: Mortgage Banker Broker Bank Savings & Loan Credit Union Other _____

If Originator Type is a Depository Institution, please indicate company's regulator: _____

OWNERSHIP (If public company, list senior management pertinent to mortgage origination; If private company, list all owners with 25% or more ownership)

Last Name _____ First Name _____ Middle Name _____ Title _____

Residence Address _____

City _____ State _____ Zip Code _____

Social Security # _____ Date of Birth _____ NMLS # _____ % of Ownership _____

Last Name _____ First Name _____ Middle Name _____ Title _____

Residence Address _____

City _____ State _____ Zip Code _____

Social Security # _____ Date of Birth _____ NMLS # _____ % of Ownership _____

Last Name _____ First Name _____ Middle Name _____ Title _____

Residence Address _____

City _____ State _____ Zip Code _____

Social Security # _____ Date of Birth _____ NMLS # _____ % of Ownership _____

Use attached sheet "Additional Owners" if needed

CONTACTS (Company's contacts for the following)

Management:	Phone:	Email:
Loan Registration:	Phone:	Email:
Processing:	Phone:	Email:
Underwriting:	Phone:	Email:
Does underwriter have a Direct Endorsement from HUD?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Closing/Delivery:	Phone:	Email:

STATES OF OPERATION (Mid America Mortgage, Inc. will not accept loans in states where applicant is not licensed.)

Circle all states in which applicant currently originates mortgage loans. Mid America Mortgage, Inc. will only consider purchase of loans originated in states where Mid America Mortgage, Inc. currently lends. States which Mid America Mortgage, Inc. are not originating are indicated with an "X" through it.

AL AK AZ AR CA CO CT DC ~~DE~~ FL GA HI ID IL IN IA KS KY
 LA ME MD MA MI MN MS MO MT NE NV NH NJ NM ~~NY~~ NC ND OH
 OK OR PA ~~PR~~ ~~RI~~ SC SD TN TX UT VT VA ~~VI~~ WA WV WI WY

AGENCY/INDUSTRY APPROVALS (Please check current and past approvals and attach approval letter as applicable.)

FNMA ID# _____ FHA ID# _____ NMLS ID# _____ FHLMC ID# _____
 VA ID# _____ MERS ID# _____ GNMA ID# _____

Please List Companies with whom you are FHA Sponsored Originator:

OPTIONS REQUESTED

Mid America Mortgage, Inc. supports the following funding and Sponsorship options. Please check which applies to this company. A review fee will apply to both options and an additional fee will apply to the Modified Correspondent choice.

- _____ 1. Modified Correspondent (Mid America Mortgage, Inc. provides closing package in partner's name and partner funds. Additional fee applies.) Please complete the Master Correspondent Agreement **and** the Modified Correspondent Loan Addendum.
- _____ 2. Correspondent (Mid America Mortgage, Inc. purchases loan after closing.) Please complete the Master Correspondent Agreement.

WAREHOUSE BANK (If self-funded, please indicate that below for "Name of Bank".)

Name of Bank: _____ Amount: _____ Renewal Date: _____
 Contact's Name: _____ Contact's Title: _____ Phone: _____

VOLUME HISTORY (Total Closed Loan Volume in Millions and Type)

	Current Year to Date		Prior Year		Two Years Prior	
	(In Millions)	(# of Loans)	(In Millions)	(# of Loans)	(In Millions)	(# of Loans)
Conventional	\$		\$		\$	
FHA	\$		\$		\$	
VA	\$		\$		\$	
Jumbo	\$		\$		\$	
HFA/RD	\$		\$		\$	
Total	\$		\$		\$	

Production Mix: Purchase % Refinance %

QUESTIONS - DISCLOSURE/DUE DILIGENCE

Has this company, any branch office, or any employee ever been suspended by the FHA or VA, or ever been on the limited denial participation list published by HUD?

No Yes (Please attach a letter of explanation and applicable documentation)

Has any Principal, Director, or Officer of this company been affiliated with any company/business which was suspended by FHA, VA, FNMA or FHLMC?

No Yes (Please attach a letter of explanation and applicable documentation)

Has any Principal, Director, or Officer of this company been subjected to voluntary or involuntary bankruptcy?

No Yes (Please attach a letter of explanation and applicable documentation)

Has any Lender/Investor ever terminated a relationship with this company?

No Yes (Please attach a letter of explanation and applicable documentation)

Of the Company Principals listed above, do any own 25% or more of another company(ies)?

No Yes (Please attach a letter of explanation and applicable documentation)

Has this company, and/or principals or corporate officers, been named as defendant in a lawsuit for alleged fraud or misrepresentation in connection with any real estate related activity?

No Yes (Please attach a letter of explanation and applicable documentation)

Has this company ever been involved or is currently involved in any litigation?

No Yes (Please attach a letter of explanation and applicable documentation)

How many Hold Harmless or Repurchase clauses have been enforced against this company?

Hold Harmless: _____ Repurchase: _____

Number of enforcements resulting in repurchased loans: _____

Lender References (Please provide a minimum of three.)

Lender Name: _____	Email: _____
Contact Name: _____	Phone: _____
<hr/>	
Lender Name: _____	Email: _____
Contact Name: _____	Phone: _____
<hr/>	
Lender Name: _____	Email: _____
Contact Name: _____	Phone: _____
<hr/>	
Lender Name: _____	Email: _____
Contact Name: _____	Phone: _____

AFFILIATED COMPANIES (If additional affiliated companies, please use an additional page. Please attach RESPA ABA disclosure)

Affiliated Company Name: _____ Owner listed above affiliated with this Company: _____	Type of Business: _____ % of Ownership in Affiliated Company: _____
<hr/>	
Affiliated Company Name: _____ Owner listed above affiliated with this Company: _____	Type of Business: _____ % of Ownership in Affiliated Company: _____
<hr/>	
Affiliated Company Name: _____ Owner listed above affiliated with this Company: _____	Type of Business: _____ % of Ownership in Affiliated Company: _____
<hr/>	
Affiliated Company Name: _____ Owner listed above affiliated with this Company: _____	Type of Business: _____ % of Ownership in Affiliated Company: _____

The undersigned declares the statements set forth herein, and in any accompanying documents, are true and factual to the best of the declarant's knowledge. The undersigned hereby authorizes Mid America Mortgage, Inc. to obtain verification of the information disclosed and authorizes Mid America Mortgage, Inc. to obtain any necessary additional information about the company and/or its principals. This additional information may be from any investor, agency, credit reporting bureau, PMI company, MARI or other source that may be applicable. The undersigned hereby authorizes Mid America Mortgage, Inc. to fax or email rate sheets, advertising, promotional and other Mid America Mortgage, Inc. program information to the fax number or email address provided on this application. Any changes to fax number or email shall be communicated to Mid America Mortgage, Inc. to insure information is delivered correctly.

Owner/Corporate Officer:	Printed Name: _____	Title: _____
	Signature: _____	Date: _____

Authorization to Release Information

Required for privately held companies only.

Legal Name of Company (applicant): _____

In connection with the Mid America Mortgage, Inc. Correspondent E-Close Counterparty Application, I/we hereby authorize the release of any personal credit and background information to Mid America Mortgage, Inc. for the processing and/or approval of this application. Additionally, I/we authorize periodic reviews of personal credit and background information if this application is approved by Mid America Mortgage, Inc. until the business agreement is no longer in effect.

Owner/Corporate Officer: Printed Name: _____ Title: _____

Signature: _____ Date: _____

Owner/Corporate Officer: Printed Name: _____ Title: _____

Signature: _____ Date: _____

Owner/Corporate Officer: Printed Name: _____ Title: _____

Signature: _____ Date: _____

Owner/Corporate Officer: Printed Name: _____ Title: _____

Signature: _____ Date: _____

Owner/Corporate Officer: Printed Name: _____ Title: _____

Signature: _____ Date: _____

Owner/Corporate Officer: Printed Name: _____ Title: _____

Signature: _____ Date: _____

Master Correspondent Agreement

THIS BROKER/CORRESPONDENT AGREEMENT ("Agreement") is entered into as of this _____ day of _____, 20____ by and between **Mid America Mortgage, Inc.**, a Texas corporation whose principal office is located at 15301 Spectrum Drive, Suite 405, Addison, TX, 75001, its successors and/or assigns, and _____ (Company Name) (hereinafter "**Customer**"), a _____ (State of Establishment) (Business Structure), whose principal office is located at _____ (Street Address) _____ (City), _____ (State), _____ (Zip) Customer is a Mortgage Broker/Banker or State/Federal Financial Institution

RECITALS:

WHEREAS, Customer originates Mortgage Loans and/or assists Borrowers in completing and processing Mortgage Loan applications and other Original Credit Documents; and

WHEREAS, Mid America Mortgage, Inc., from time to time, as part of its regular business activities, originates Mortgage Loans and, on a servicing released basis, purchases Mortgage Loans which meet certain criteria and which are underwritten pursuant to Mid America Mortgage, Inc.'s underwriting guidelines in effect at the time; and

WHEREAS, Customer may originate and/or process applications for Mortgage Loans for submission to Mid America Mortgage, Inc. under this Agreement. Customer Guide incorporated herein by reference, as amended, supplemented, or otherwise modified, from time to time ("Guide").

NOW, THEREFORE, in consideration of the promises and mutual undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms shall have the following meanings:

Agency or Agencies means the FNMA ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), Government National Mortgage Association ("Ginnie Mae"), Federal Housing Administration ("FHA"), Veterans Administration ("VA"), Department of Housing and Urban Development ("HUD"), or any other federal or state agency which purchases mortgage loan

Assignment of Mortgage means an assignment of the beneficial and legal interest in a Mortgage, or applicable equivalent sufficient under the laws of state in which the property is located to provide adequate notice in the appropriate public records of the sale, transfer, and conveyance of the Mortgage.

Borrower means the person or persons who submit an application to Customer, receive a Mortgage Loan, and are obligated to pay under the terms of the Note.

Broker Loan means Mortgage Loans for which Customer assists Borrower(s) in completing and processing Mortgage Loan applications, which Customer submits to Mid America Mortgage, Inc. for underwriting in Mid America Mortgage, Inc.'s name, under the terms of this Agreement.

Business Day means any day on which Mid America Mortgage, Inc. is open to the public for business, excluding all Federal Holidays.

Closing means the time when the Borrower signs a Note evidencing a Mortgage Loan and the Mortgage securing payment of said Note.

Closing Package means the group of documents and other information or materials as defined in the Guide, which must be delivered to Mid America Mortgage, Inc. under the terms set forth herein, including but not limited to, a completed application, a completed HUD-1 form, an original appraisal, the original mortgage, the original note, and evidence of compliance with all closing conditions.

Commitment means the electronic correspondence issued by Mid America Mortgage, Inc. which indicates Mid America Mortgage, Inc. agrees to purchase or close a specific Mortgage Loan if all conditions stated in the Commitment, this Agreement, the Guide, and Agency guidelines are met.

Customer means a mortgage broker, mortgage banker and or State/Federal financial institution that engages in the business of soliciting, processing, placing or negotiating mortgage loans to fund or table fund, transfer or assign.

Correspondent Loans means Mortgage Loans closed in Customer's name and submitted and offered for sale to Mid America Mortgage, Inc. under the terms of this Agreement.

Delegated means underwriting authority given to the Customer by Mid America Mortgage, Inc.

Disbursement Date means the date that funds for a Closing, evidenced by an executed Note, are disbursed on behalf of the Borrower by the settlement agent.

FHA Short Refinance Program means the HUD sponsored program described in HUD's Mortgagee Letter 2010-23.

Guide or Customer's Guide means all policies, procedures, and requirements of Mid America Mortgage, Inc. made available to the Customer and applicable to the registration, underwriting, closing and funding of Mortgage Loans pursuant to this Agreement. Mid America Mortgage, Inc. may modify the Guide in part or in whole at

any time. The Guide, and all revisions thereto, are expressly incorporated herein by this reference and made a part of this Agreement in all respects, and shall be binding upon the parties; provided, however, that the customer shall be entitled to sell Mortgage Loans to Mid America Mortgage, Inc. only if, and for so long as, Customer shall have been authorized to do so by Mid America Mortgage, Inc. in writing. All terms used herein shall have the same meaning as such terms have in the Guide, unless the context clearly requires otherwise.

HOPE for Homeowners Program means the HUD sponsored program described in HUD's Mortgagee Letter 2009-43.

Laws means all federal, state, county, local and foreign laws, regulations, licensing requirements, ordinances, codes, rules, and orders that may be applicable to Customer's business and ability to perform its obligations hereunder, all as may be amended or supplemented from time to time.

MERS means, collectively, MERSCORP, Inc. and Mortgage Electronic Registration System, Inc., their successors and assigns.

MERS Designated Mortgage Loan means any Mortgage Loan as to which the related Mortgage or Assignment of Mortgage has been recorded in the name of MERS, as agent for the holder from time to time of the Note and which is identified as a MERS Designated Mortgage Loan in the related Mortgage Loan file.

MIN means the Mortgage Identification Number used to identify mortgage loans registered under the MERS system.

Modified Correspondent Loans means loans originated by the Customer, underwritten by Mid America Mortgage, Inc., closing documents prepared by Mortgage Machine in the Customer's name, funded by the Customer and assigned to Mid America Mortgage, Inc. through MERS.

Mortgage means a valid and enforceable mortgage, deed of trust, or other security instrument pledging property as security for payment of the Note.

Mortgage Loan means a loan secured by a first or second lien on a one to four family dwelling which is the subject of this Agreement, evidenced by a Note and secured by a Mortgage, and including the Mortgage Loan Documents and all other instruments evidencing a Borrower's indebtedness.

Mortgage Loan Amount means the face amount of the Note for all Mortgage Loans delivered under this Agreement.

Mortgage Loan Documents means the Closing Package and any and all other documents creating, evidencing, or securing a Mortgage Loan, which are required to be maintained or prepared pursuant to this Agreement or the Guide.

Mortgage Loan Program means a type of Mortgage Loan, the terms and conditions of which are described in the Guide, and which can be offered to prospective Borrowers as an eligible Mortgage Loan under the terms of this Agreement.

Mortgage Machine means Mid America Mortgage, Inc.'s proprietary mortgage loan underwriting and origination system.

Mortgaged Property means the property encumbered by the Mortgage.

Note means the valid, binding, and enforceable instrument, which evidences a Borrower's obligation to repay a Mortgage Loan secured by a Mortgage.

Original Credit Documents means all original application, appraisal, credit, and underwriting documents for all Mortgage Loans delivered under the terms of this Agreement.

Purchase Price means the price paid by Mid America Mortgage, Inc. for a Mortgage Loan, including all Servicing Rights, as described in the Commitment and in Section 2.2.

Repurchase Price means the price for repurchase pursuant to Article VI herein or any Addendum executed in connection with this Agreement and shall be calculated as follows: (a) the unpaid principal balance of the Mortgage Loan; (b) plus all accrued but unpaid interest due Mid America Mortgage, Inc. on the date of repurchase; (c) plus all expenses, including but not limited to reasonable attorney fees incurred by Mid America Mortgage, Inc. in enforcing Customer's obligation to repurchase such Mortgage Loan; (d) plus any premiums paid to Customer for purchase of Mortgage Loan.

Servicing Rights means those rights associated with a Mortgage Loan, to among other things, collect the monthly payments of principal and interest and escrow accounts.

Underwrite or Underwriting means the examination of a Borrower's application for the purposes of determining whether to purchase a Mortgage Loan from Customer or for Mid America Mortgage, Inc. to originate the Mortgage Loan.

ARTICLE II Terms and Conditions

2.1 Eligible Loans

- (a) Mid America Mortgage, Inc. will purchase or fund, in its discretion under the terms and conditions of this Agreement, only those Mortgage Loans which fully comply with the standards established by Mid America Mortgage, Inc. in the Guide. Customer acknowledges that Mid America Mortgage, Inc. reserves the right to alter, add, or delete Mortgage Loan programs from time to time to amend the Guide, with or without notice to Customer, and Customer accepts responsibility for knowing the content and provisions of the Guide at any given time.
- (b) Mid America Mortgage, Inc. is under no obligation to fund a specific number of loans under this Agreement.

- (c) Customer agrees that Mid America Mortgage, Inc. is not obligated to purchase or fund any mortgage loans submitted by Customer and that Mid America Mortgage, Inc.'s decision to purchase or fund a mortgage loan should not be construed as its agreement to purchase or fund future mortgage loans submitted by Customer.
- (d) All loans shall be underwritten on an individual basis by Mid America Mortgage, Inc. Decisions as to the acceptability of Mortgage Loans for purchase by Mid America Mortgage, Inc. shall be solely at the discretion of Mid America Mortgage, Inc. Mid America Mortgage, Inc. shall have no responsibility to purchase any Mortgage Loan until all underwriting and closing conditions have been met.
- (e) Any Commitment issued by Mid America Mortgage, Inc. is voidable by Mid America Mortgage, Inc. if Mid America Mortgage, Inc. believes that Customer breached any material term or condition of the Agreement as to any Mortgage Loan submitted or offered by Customer under the terms of this Agreement.

2.2 Lock-In

- (a) Mid America Mortgage, Inc. will, electronically provide to Customer pricing, terms, rate, loan program, loan limit, loan-to-value ratio, points and fees for each Mortgage Loan. Mid America Mortgage, Inc. shall honor the terms of any Mortgage Loan that has been locked-in provided, however, that Customer complies with the terms of this Agreement. Customer shall submit all locks through Mortgage Machine to the extent the software supports the applicable mortgage loan program. Mid America Mortgage, Inc. reserves the right to change program terms and conditions for new loans to be locked-in from time to time in its sole discretion.
- (b) Customer agrees to a best-efforts delivery of Mortgage Loans that are locked-in with Mid America Mortgage, Inc. Customer will use its "best-efforts" to close the Mortgage Loan according to the terms of the lock-in. Customer also agrees, however, that delivery of Mortgage Loans closed by Customer that are lock-in with Mid America Mortgage, Inc. is mandatory. If Customer does not deliver a Mortgage Loan locked-in with Mid America Mortgage, Inc. that closes, then Mid America Mortgage, Inc. may require Customer to pay a pair-off fee in accordance with the Guide. If either (1) Customer has been advised the Mortgage Loan cannot be approved by Mid America Mortgage, Inc., or (2) the Borrower withdraws its Mortgage Loan application and does not close the loan with the Customer or Mid America Mortgage, Inc. and Customer provides satisfactory documentation of said withdrawal to Mid America Mortgage, Inc., then a pair-off fee will not be charged.
- (c) Should Mid America Mortgage, Inc. discover that Customer has delivered a Mortgage Loan(s) previously locked-in with Mid America Mortgage, Inc. to other institution(s), Mid America Mortgage, Inc. may, at its sole discretion, immediately declare an event of default under this Agreement and, notwithstanding any other remedies declared in this Agreement, declare all outstanding Commitments void, and Customer shall be liable to Mid America Mortgage, Inc. for any losses either direct, indirect, or consequential caused by acts of Customer including but not limited to Mid America Mortgage, Inc.'s attorney fees.
- (d) Customer agrees that it will maintain satisfactory lock and underwriting fallouts. Lock and underwriting ratios in excess of 25% may prompt Mid America Mortgage, Inc. to place Customer into a watch or probation status. If Customer fails to maintain acceptable fallout ratios in Mid America Mortgage, Inc.'s sole determination Mid America Mortgage, Inc. may, in its sole discretion, terminate this agreement as provided herein.
- (e) A marketing fee, to be determined in Mid America Mortgage, Inc.'s discretion and which is acceptable to Customer, will be assessed pursuant to the terms of the Guide for any loan that is saleable but not in compliance with the Commitment or lock-in.

ARTICLE III REPRESENTATIONS, WARRANTIES, AND COVENANTS OF CUSTOMER

3.1 Representations, Warranties and Covenants Regarding all Mortgage Loans

Customer represents, warrants and covenants that:

- (a) Mortgage Loan Documents submitted by Customer for each Mortgage Loan are in every respect valid and genuine, being what they purport to be and all information submitted in each Mortgage Loan Document is true and accurate. The Mortgage Loan Documents have been duly executed by Borrower, acknowledged and sent for recording; the Borrower is the true and only obligor on the Mortgage Loan and is the real party in interest thereon, and there is no verbal understanding or written modification which would affect the terms of the Note or Mortgage.
- (b) Any and all Laws applicable to the Mortgage Loans have been complied with, including but not limited to: (1) the Federal Truth in Lending Act of 1969 ("TILA"), and Federal Reserve Regulation Z thereunder; (2) the Federal Equal Credit Opportunity Act ("ECOA"), and Federal Reserve Regulation B thereunder; (3) the Federal Fair Credit Reporting Act; (4) the Federal Real Estate Settlement Procedures Act of 1974 ("RESPA"), and Regulation X thereunder; (5) the Flood Disaster Protection Act of 1973; (6) the Fair Housing Act; (7) the Home Mortgage Disclosure Act ("HMDA"); (8) the Financial Institutions Reform Recovery and Enforcement Act of 1989; (9) the Homeowners Protection Act of 1998; (10) the Privacy of Consumer Financial Information Act; (11) any and all licensing requirements relating to Customer's rights to originate and sell Mortgage Loans; (12) the requirements of any agency that regulates Customer; (13) the Home Valuation Code of Conduct ("HVCC"); (14) the Mortgage Disclosure Improvement Act ("MDIA"); and (15) The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and any and all laws, rules, ordinances, and regulations relating to adjustable rate mortgage, negative amortization, and graduated payment mortgages.

3.2 Representations, Warranties and Covenants Regarding the Customer

Customer represents, warrants and covenants that:

- (a) Customer has all requisite power and authority to execute and enter into this Agreement and to perform the obligations required of it hereunder. The execution and delivery of this Agreement and all documents, instruments, and agreements required to be executed by Customer pursuant hereto, and the consummation of the transactions contemplated hereby, have each been duly and validly authorized by all necessary action of Customer. This Agreement

constitutes a valid, legal, and binding agreement of Customer enforceable by Mid America Mortgage, Inc. in accordance with its terms subject to bankruptcy, insolvency, reorganization, receivership, or other laws affecting rights of creditors generally, and general equity principles.

- (b) Customer is duly organized, validly existing and in good standing under the laws of the jurisdiction where it is organized. Customer has all licenses necessary to carry on its business as now being conducted, and is licensed and qualified to transact business and is in good standing in the states where the mortgaged property is located, if the laws of such state require licensing or qualification in order to conduct business of the type conducted by the Customer.
- (c) The execution, delivery, and performance of this Agreement by Customer, its compliance with the terms hereof and consummation of the transactions contemplated hereby will not violate, conflict with, result in a breach of, give rise to any right of termination, cancellation or acceleration under, be prohibited by or require any additional approval under (1) Customer's charter, by-laws, partnership agreement or other organizational documents, or any other material instrument or agreement to which Customer is a party or by which Customer is bound or which affects this Agreement; or (2) any and all Laws, orders, injunctions, or decrees applicable to Customer.
- (d) No approval of the transactions contemplated by this Agreement from any entity, public or private, or any regulatory authority having jurisdiction over Customer is required, or if required, such approval has been obtained. There are no actions or proceedings pending, affecting Customer or any Mortgage Loans, which would adversely affect its ability to perform hereunder.
- (e) There is no claim, litigation, investigation or proceeding pending or threatened against or otherwise materially adversely affecting Customer's business, performance of its obligations under this Agreement or the validity or enforceability of this Agreement or any Mortgage Loan sold under this Agreement and Customer has no knowledge of any circumstance indicating that any such suit, investigation, or proceeding is likely or imminent.
- (f) Customer has never been disqualified, excluded or suspended from (1) selling loans to Fannie Mae or Freddie Mac or; (2) being able to originate loans intended to be guaranteed or insured by HUD, the VA or any other governmental agency. Customer shall notify Mid America Mortgage, Inc., in writing, promptly if any of the preceding events occur.
- (g) Customer has not in connection with this Agreement entered into any agreement, incurred any obligation, made any commitment or taken any action which might result in a claim for or an obligation to pay a sales or brokerage commission, finder's fee or similar fee or compensation with respect to this Agreement or the transactions contemplated hereby. Customer shall hold Mid America Mortgage, Inc. harmless from and against any claim off any broker, agent, finder or other person who makes such a claim.
- (h) Customer shall provide Mid America Mortgage, Inc. its signed current profit and loss statement and balance sheet by within 90 days of Customer's fiscal year end every year. Customer shall provide Mid America Mortgage, Inc. a copy of its company, state and loan officer license(s), if applicable, at every renewal. Customer shall provide Mid America Mortgage, Inc. and its representatives with any necessary information and data concerning the affairs of Customer as Mid America Mortgage, Inc. may reasonably request.
- (i) Customer shall cooperate with Mid America Mortgage, Inc. in furnishing of documents and information as requested from time to time by Mid America Mortgage, Inc. and shall comply with all procedures established by Mid America Mortgage, Inc. for closing Mortgage Loans pursuant to this Agreement.
- (j) After submission by pdf images in Mortgage Machine, Customer agrees to retain and act as the custodian of the Original Credit Documents, for 25 months or as required by local state regulations whichever is greater. Customer shall segregate and maintain custody and control of the Original Credit Documents on behalf of Mid America Mortgage, Inc. Customer shall warrant that the Original Credit Documents are not or will not be altered from their original form, except for any inventory control marking, and shall keep all information contained within the Original Credit Documents confidential. Customer shall immediately deliver and relinquish custody and control to Mid America Mortgage, Inc. any and all Original Credit Documents upon request.
- (k) Neither this Agreement nor any statement, report or other document furnished or to be furnished pursuant to this Agreement or in connection with the transactions contemplated hereby contains any material untrue statement of fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.
- (l) Customer agrees to immediately notify Mid America Mortgage, Inc. in writing of any activity or action, either internal or external, which could potentially affect adversely the terms of any mortgage loan or the ability of the customer to service any mortgage loan for any investor, including Mid America Mortgage, Inc.

ARTICLE IV REPRESENTATIONS, WARRANTIES AND COVENANTS OF MID AMERICA MORTGAGE, INC.

4.1 Representations, Warranties and Covenants Regarding Mid America Mortgage, Inc.

Mid America Mortgage, Inc. represents, warrants and covenants that:

- (a) Mid America Mortgage, Inc. is duly organized, validly existing and in good standing under the laws governing its formation and existence, and has all licenses necessary to carry on its business as now being conducted. Mid America Mortgage, Inc. has all requisite power and authority to execute and deliver this Agreement and to perform all obligations required of it hereunder.
- (b) Any necessary approval of the transactions contemplated by this Agreement from each federal or state regulatory authority having jurisdiction over Mid America Mortgage, Inc. has been obtained. There are no actions or proceedings pending or affecting Mid America Mortgage, Inc., which would adversely affect its ability to perform hereunder.

- (c) The consummation of the transactions contemplated by this Agreement are in the ordinary course of business of Mid America Mortgage, Inc. and will not result in the breach of any term or provision of the charter or bylaws of Mid America Mortgage, Inc., or result in the breach of any term or provision of, or conflict with, or constitute a default under, or result in the acceleration of any obligation under, any agreement, indenture, loan or credit agreement or other instrument to which Mid America Mortgage, Inc. or its property is subject, or result in the violation of any Law to which Mid America Mortgage, Inc. or its property is subject.

ARTICLE V INDEMNIFICATION

5.1 Indemnification of Mid America Mortgage, Inc. by Customer

- (a) Customer hereby agrees to indemnify and hold harmless Mid America Mortgage, Inc., its successors and/or assigns, from any and all losses, liabilities, claims, damages, or costs of any nature, including without limitation attorneys' fees and costs, and actions suffered or incurred by Mid America Mortgage, Inc. which arise out of, result from, or relate to: (1) The breach by the Customer of any covenant, condition, term, obligation, representation or warranty contained in this Agreement, the Guide, or in any written statement, certificate, or Mortgage Loan Document furnished by the Customer pursuant to this Agreement or the Guide; or (2) Any material act or omission of Customer or any employee or agent of Customer which adversely affects any Mortgage Loan registered with and funded by Mid America Mortgage, Inc. hereunder. This indemnification shall survive any termination or cancellation of this Agreement.
- (b) Without limiting Section 5.1 (a), Customer's obligation under this Article shall include costs and expenses associated with Mid America Mortgage, Inc.'s efforts to require Customer to repurchase Mortgage Loans in accordance with Article V hereof. In all actions with third parties in which Mid America Mortgage, Inc. has the right to be indemnified hereunder, Mid America Mortgage, Inc. shall have the complete and exclusive right to determine the conduct and defense of such legal proceeding or investigation with such third party including, without limitation, the right to compromise, settle, defend, or continue any such action.
- (c) Customer agrees to indemnify Mid America Mortgage, Inc. from and against any errors and/or omissions committed by any user, including, but not limited to Customer's agents, that Customer provides access to Mid America Mortgage, Inc.'s systems and /or authorizes to order funds or documents on said agent's behalf from Mid America Mortgage, Inc.'s systems.

ARTICLE VI REPURCHASE

6.1 Repurchase of Mortgage Loans by Customer.

- (a) Customer agrees that upon written request Customer shall immediately repurchase, at the Repurchase Price, any Mortgage Loan sold to Mid America Mortgage, Inc. pursuant to this Agreement for any of the following reasons:
 - a. Failure by Customer to deliver to Mid America Mortgage, Inc. the proper Mortgage Loan Documents pursuant to this Agreement and the Guide. Mid America Mortgage, Inc. discovers or there is revealed any evidence of fraud in the origination and closing of the Mortgage Loan by (1) Customer or its employees, directors, officers, agents and independent contractors (including without limitation, Customers or brokers of the Customer); or (2) the Borrower.
 - b. Customer fails to observe or perform or breaches in any material respect any of the representations, warranties or agreements contained in this Agreement, the Guide, or Agency guidelines with respect to a particular Mortgage Loan.
 - c. If Mid America Mortgage, Inc. determines the Mortgage Loan to be a "High Cost Loan" as defined by Section 3.1(r) or 3.1(s) hereof.

ARTICLE VII TERMINATION

7.1 Conditions of Termination

- (a) This Agreement may be terminated by either party at any time with or without just cause upon five (5) business days prior written notice. Termination shall not affect or change the obligations of the parties with respect to outstanding Commitments to originate, sell or purchase Mortgage Loans or limit Customer's duties or obligations to Mid America Mortgage, Inc. under this Agreement with respect to Mortgage Loans already purchased by Mid America Mortgage, Inc.
- (b) Notwithstanding anything to the contrary herein, Mid America Mortgage, Inc. may terminate this Agreement immediately, upon written notice to Customer, if Customer defaults in the performance of this Agreement, breaches any of its representations or warranties, or if Customer acts negligently, or if fraud is discovered. Upon such termination for cause Mid America Mortgage, Inc.'s obligation under any existing Commitment shall terminate, although Mid America Mortgage, Inc. may continue to honor any outstanding Commitment in its sole discretion.

ARTICLE VIII MISCELLANEOUS

8.1 Relationship of Parties

- (a) Customer is an independent contractor and this Agreement and transactions entered into pursuant hereto shall not create between Customer and Mid America Mortgage, Inc. a relationship of agency, legal representation, joint venture, partnership, debtor/creditor, or employment. Customer and Mid America Mortgage, Inc. agree that neither party is in anyway authorized to make any contract, agreement, warranty, or representation, or to create any obligation, express or implied, on behalf of the other.

8.2 Assignment

- (a) This Agreement shall be binding and inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This Agreement is not assignable by Customer without the prior written consent of Mid America Mortgage, Inc. A change in ownership, merger, or consolidation of Customer shall be considered an assignment for purposes of this Agreement.

8.3 Governing Law

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and any applicable federal laws. Each of the parties irrevocably submits to personal jurisdiction in the state court located in Dallas County, Texas, or the United States District Court for the Northern District of Texas over any action, suit, or proceeding to enforce or defend any right under this Agreement or otherwise arising from any transaction existing in connection with this Agreement. CUSTOMER EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY.

8.4 Section Headings

- (a) Section headings are for reference only and shall not affect the interpretation or meaning of any provision of this Agreement.

8.5 Entire Agreement

- (a) This Agreement, any addendums attached hereto and executed by all parties, and the Guide integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations or prior writings in respect to the subject matter hereof and thereof.

8.6 Severability

- (a) Any provision of this Agreement that is prohibited or unenforceable in a jurisdiction, shall be deemed ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction, and, to this end, the provisions hereof are severable. This Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument.

8.7 Survival

- (a) The representations, warranties, covenants, agreements and every other obligation contained in this Agreement shall survive the termination of this agreement and the transactions provided for herein and shall be fully applicable whether or not Mid America Mortgage, Inc. relies thereon or has knowledge of any facts at variance therewith.

8.8 Modification and Waiver

- (a) In no event shall a term or provision of this Agreement be deemed to have been waived, modified or amended unless agreed to in writing by Customer and Mid America Mortgage, Inc. Nothing in this paragraph shall be interpreted to restrict Mid America Mortgage, Inc.'s right to modify the Guide as provided for elsewhere in this Agreement.

8.9 No Third Party Benefits

- (a) This Agreement is made for the express benefit of Customer and Mid America Mortgage, Inc., not for the benefit or interest of any other persons or entities, and accordingly, no third party shall obtain or acquire any rights or interest in this Agreement or by reason of the performance or failure of performance of either of the parties hereto or of their respective rights, privileges, duties or obligations arising hereunder.

8.10 Confidentiality

- (a) Customer understands that all information provided to Customer in connection with this Agreement is confidential and proprietary to Mid America Mortgage, Inc. Customer shall not, at any time during or following termination of this Agreement, regardless of the manner, reason, time or cause of such termination, directly or indirectly disclose or furnish to any person not entitled to receive the same for the immediate benefit of Mid America Mortgage, Inc. (except to the extent actually required in connection with any litigation between the parties arising out of the Agreement or by applicable law), any confidential information including, but not limited to, information related to Mid America Mortgage, Inc.'s business operations, credit policies, procedures, customers, and the Guide.

8.11 Modification of Borrower Obligations

- (a) Mid America Mortgage, Inc. may, without any notice to Customer, extend, compromise, renew, release, modify, adjust or alter, by operation of law or otherwise, any of the obligations of a Borrower or other persons obligated under a Mortgage Loan without releasing or otherwise affecting the obligations of Customer with respect to such Mortgage Loan or otherwise under this Agreement.

8.12 Right of Setoff

- (a) Mid America Mortgage, Inc. may deduct or setoff any and all amounts owed by Customer to Mid America Mortgage, Inc. from or against any amounts payable by Mid America Mortgage, Inc. to Customer.

8.13 Advertising and Trademark.

- (a) Customer shall not engage in any form of advertising whatsoever utilizing either the name of Mid America Mortgage, Inc. or any subsidiaries or affiliates of Mid America Mortgage, Inc. or any of the product names, trade names, symbols or trademarks of any of Mid America Mortgage, Inc.'s Mortgage Loan Programs, unless specifically licensed to do so in writing by Mid America Mortgage, Inc.

8.14 Expenses.

- (a) Each party shall pay its own expenses incident to this Agreement and the transactions contemplated hereby, including but not limited to, all fees of its counsel and accountants, whether or not any of the transactions contemplated shall be consummated.

8.15 Brokers

- (a) Each party represents and warrants that there are no claims for brokerage commissions or finders' fees or other claims for money from any agent or similar intermediary in connection with Customer's entering into this Agreement with Mid America Mortgage, Inc. or in connection with any Mortgage Loan, and each party agrees to indemnify and hold harmless the other party with respect to any and all liability for any such fee or commission which is required to be paid to any such agent or broker.

8.16 Agreement Fairly Construed

- (a) This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared this Agreement.

8.17 Good Faith Dealing

- (a) The parties hereto agree to deal in good faith with each other at all times.

8.18 Notices

- (a) Any notice or demand that is required or permitted to be given by a provision of this Agreement shall be deemed to have been sufficiently given if either served personally or sent by prepaid first class, registered, or certified mail, addressed to the party at its address set forth below:

If sent to Customer:

Attn: _____

Mailing Address: _____

City, State, Zip _____

If sending to Mid America Mortgage, Inc.:

Attn: Kara Lamphere

15301 Spectrum Drive, Suite 405

Addison, TX 75001

**ARTICLE IX
SPECIAL LIMITED IRREVOCABLE POWER OF ATTORNEY**

9.1 Limited Power of Attorney

- (a) Customer hereby irrevocably appoints Mid America Mortgage, Inc., its successors and assigns, its attorney-in-fact, with full power of substitution in the name of Customer or otherwise, whether in relation to real, personal, tangible, or intangible property, to do any or all of the following:
 - a. To demand, sue for, receive, collect, sign, endorse, assign or compromise any and all promissory notes, checks, money orders or monies due on any Mortgage Loans sold to Mid America Mortgage, Inc. (except a Mortgage Loan which has been repurchased by Customer pursuant to Article V hereof), and to receive, sign, endorse, or assign any orders, certificates, insurance policies and all benefits under any other instruments or documents as from time to time may be necessary or appropriate to accomplish the sales and transfers provided for by this Agreement; and
 - b. To enforce, cancel, release or discharge the Mortgage Loans; and
 - c. To exercise or perform any act, power or duty that Customer has or would have in connection with the Mortgage Loans purchased by Mid America Mortgage, Inc. or which are reasonable in order to protect Mid America Mortgage, Inc.'s interest in the Mortgaged Property. Customer agrees that the foregoing powers are irrevocable and coupled with an interest. Customer will, at Mid America Mortgage, Inc.'s request, execute appropriate separate instruments evidencing the foregoing powers.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

Customer:

Mid America Mortgage, Inc.:

By (printed Name): _____

By: Kara Lamphere

Signature: _____

Signature: _____

Its: _____

Its: _____

Date: _____

Date: _____

Modified Correspondent Loan Addendum

This Addendum, entered into by and between **Mid America Mortgage, Inc.** and the undersigned **Customer**, supplements and/or amends, and is attached to and made a part of, the Mid America Mortgage, Inc. Master Broker/Correspondent Agreement between these same parties, dated _____ (this Addendum and the Master Broker/Correspondent Agreement being sometimes collectively referred to as this "Agreement"). The parties agree as follows:

1.1 Submission and Approval

- (a) Customer shall be responsible for providing loan applications and related disclosures required by any and all Laws to Mortgage Loan applicants and for obtaining executed loan applications and disclosure forms. Customer shall utilize Mortgage Machine to submit the loan application and Original Credit Documents to Mid America Mortgage, Inc. for its pre-purchase review, along with all other property and credit information as specified in the Guide prior to loan closing. Customer shall submit the Original Credit Documents by electronic transmission to Mid America Mortgage, Inc. to create an exact duplicate image of the documents on Mortgage Machine.
- (b) All appraisals must strictly comply with all appraisal standards, policies and procedures of Mid America Mortgage, Inc., the Agencies, all applicable Laws, and the Uniform Standards of Professional Appraisals. The appraisal cannot be performed by an employee, agent or affiliate of the Customer.
- (c) All loans shall be evaluated on an individual basis by Mid America Mortgage, Inc. prior to closing. Decisions as to the acceptability of Mortgage Loans for purchase or funding by Mid America Mortgage, Inc. shall be solely at the discretion of Mid America Mortgage, Inc. Mid America Mortgage, Inc. shall have no responsibility to purchase or fund any Mortgage Loan until all pre-purchase and closing conditions have been met.
- (d) Any pre-purchase opinion letter issued by Mid America Mortgage, Inc. is voidable by Mid America Mortgage, Inc. if Mid America Mortgage, Inc. believes that Customer breached any material term or condition of the Agreement as to any Mortgage Loan submitted or offered by Customer under the terms of this Agreement.
- (e) Mid America Mortgage, Inc. agrees to prepare and forward, to HUD, the HUD case binder and will remit all mortgage insurance premiums to be paid, all of which will be deducted from the loan proceeds at closing.
- (f) Mid America Mortgage, Inc. will obtain the FHA Mortgage Insurance Certificate (the "MIC") provided, however, that Mid America Mortgage, Inc. shall not be responsible for any failure to obtain the MIC which is due to Customer's failure or inability to provide all documentation necessary to obtain the MIC.

2.1 Loans

- (a) All Modified Correspondent Loans closing documents must be prepared through Mortgage Machine and such loans shall be closed by a title agency or settlement attorney approved by Mid America Mortgage, Inc. No officer, employee or agent of Customer shall close any Modified Correspondent Loan.
- (b) Customer shall disburse Loan no later than the lock-in expiration date.
- (c) Customer shall authorize and instruct the title company to deliver directly to Mid America Mortgage, Inc. no later than five (5) Business Days after Disbursement Date the purchasable Closing Package containing all of the Mortgage Loan Documents required by the Guide. Failure to deliver all Mortgage Loan Documents according to the procedures in the Guide and this Agreement may cause Mortgage Loan to be subject to re-pricing at such price to be determined by Mid America Mortgage, Inc. in its sole discretion.
- (d) Customer shall execute a Bailee agreement and power of attorney authorizing Mid America Mortgage, Inc.'s warehouse lender to endorse, without recourse, the original note to Mid America Mortgage, Inc. on behalf of the Customer. Customer shall instruct the title company to deliver the original note directly to Mid America Mortgage, Inc.'s warehouse lender pursuant to the terms of the Bailee agreement.
- (e) Mid America Mortgage, Inc. shall conduct a post-closing quality control review of each Closing Package prior to purchasing loan from Customer to determine if the Mortgage Loan Documents have been properly executed and that the Mortgage Loan has been closed in accordance with the Commitment, the Guide, and this Agreement. Mid America Mortgage, Inc., in its sole discretion, may reject any Mortgage Loan which does not comply with the terms and conditions of the Commitment, the Guide, or this Agreement.
- (f) Mid America Mortgage, Inc. shall, after its post-closing review, purchase the Mortgage Loan from Customer at the Purchase Price established, which includes any applicable adjustments described by this Agreement.
- (g) The payment of the Purchase Price by Mid America Mortgage, Inc. for any Mortgage Loan shall in no way relieve Customer from or constitute a waiver of any of the requirements of the Guide, or from the representations and warranties made as to every Mortgage Loan under the terms of this Agreement, or from the obligations to repurchase said Mortgage Loan under Article V hereof.
- (h) All Mortgage Loans sold to Mid America Mortgage, Inc. pursuant to this Agreement shall be sold with all servicing Rights released to Mid America Mortgage, Inc.
- (i) All necessary steps have been taken by Customer to make and keep all guarantees and insurance as required by Mid America Mortgage, Inc. valid, binding and enforceable. Customer shall make Mid America Mortgage, Inc. the loss payee on each title policy, mortgage insurance policy, hazard insurance policy, and flood insurance policy.

3.1 Representations, Warranties and Covenants Regarding Modified Correspondent Loans

Customer represents, warrants and covenants that:

- (a) Mortgage Loan Documents submitted by Customer are in every respect valid and genuine, being what they purport to be and all information submitted in each Mortgage Loan Document is true and accurate. The Mortgage Loan Documents have been duly executed by Borrower, acknowledged and sent for recording; the Borrower is the true and only obligor on the Mortgage Loan and is the real party in interest thereon, and there is no verbal understanding or written modification which would affect the terms of the Note or Mortgage.
- (b) The full principal amount of the Mortgage Loan has been advanced on behalf of the Borrower by the Settlement Agent at the time of assignment to Mid America Mortgage, Inc. The unpaid balance of the Mortgage Loan is as represented by Customer. All costs, fees, and expenses incurred in making, closing, and recording the Mortgage Loan have been paid.
- (c) Each Mortgage Loan assigned to Mid America Mortgage, Inc. is at the time of assignment a valid first lien on the entire Mortgaged Property described in the Mortgage. The Mortgaged Property is free and clear of all encumbrances and liens having priority over the lien of such Mortgage, and no part of the Mortgaged Property has been released from the lien of the Mortgage. Each Mortgage is duly executed and has been sent for recording. The Mortgaged Property is real estate upon which is located a one-to-four unit residential dwelling. Customer warrants, to the best of its knowledge, that the Mortgaged Property is free from damage (including but not limited to any damage by fire, windstorm, or other casualty) and in good condition. Customers will defend the Mortgage Loan against all claims whatsoever, and it has full right, title and authority to transfer the same.
- (d) Customer is the sole originator of the Mortgage Loan. Customer has the authority to sell, transfer, and assign such Mortgage Loan on the terms herein set forth. There has been no assignment, sale or pledge thereof by Customer, and as of the date of purchase by Mid America Mortgage, Inc., the Mortgage Loan will be free and clear of claims or encumbrances of any type.
- (e) Customer shall:
 - a. Close all loans on a MERS Security Instrument; and
 - b. endorse the original Note without recourse to Mid America Mortgage, Inc.
- (f) Customer acknowledges that any executed agreement, power of attorney, or consent resolution that grants Mid America Mortgage, Inc. and/or its Warehouse Lender the authority to execute, assign, or endorse Mortgage Loan Documents on behalf of the Customer does not release Customer from the responsibilities listed herein.
- (g) Customer is a member of MERS in good standing. Prior to the transfer of the servicing of each MERS designated Mortgage Loan to Mid America Mortgage, Inc., Customer will comply in all material respects with the rules and procedures of MERS in connection with the servicing of the MERS Designated Mortgage Loans.
- (h) In connection with the assignment of any MERS Designated Mortgage Loan, Customer agrees that it will, at its cost and expense, cause the MERS system to indicate that such Mortgage Loan has been transferred to Mid America Mortgage, Inc. in accordance with the terms of this Agreement by including in the MERS computer files:
 - a. The code in the field which identifies the specific owner of the Mortgage Loans; and
 - b. The code in the field "Pool Field" which identifies the series in which such Mortgage Loans were sold.
- (i) With respect to each MERS Designated Loan, a MIN has been assigned by MERS and such MIN is accurately disclosed in the Closing Package. The related Assignment of Mortgage to MERS has been properly recorded. No obligor of the related Note has received any notice of liens or legal actions with respect to any MERS Designated Loan and no such notices have been electronically posted by MERS.
- (j) A title insurance commitment and title insurance policy on currently prescribed American Land Title Association ("ALTA") forms (or such other form approved in writing by Mid America Mortgage, Inc. and acceptable to Fannie Mae or Freddie Mac) will be furnished to Mid America Mortgage, Inc. and will insure Mid America Mortgage, Inc., its successors and/or assigns, without exceptions, as holding the first lien against the Mortgaged Property for the full amount of the Mortgage Loan.
- (k) There is in force for each Mortgage Loan a hazard insurance policy meeting the requirements of Mid America Mortgage, Inc. as set forth in the Guide. There is in force such flood insurance policy as is required under the Flood Disaster Protection Act of 1973, as amended, and its implementing regulations.
- (l) Customer shall have all final recorded documents and title policies delivered to Mid America Mortgage, Inc. within sixty (60) days of closing. Failure to do so may result in additional Final Document Recovery fees being assessed to Customer per the fee schedule as set forth in the Guide or is otherwise in effect from time to time.
- (m) Customer acknowledges that Mid America Mortgage, Inc. intends to sell the Mortgage Loans to investors in the secondary market and therefore represents and warrants that the Mortgage Loans are in full compliance with all pertinent requirements of Fannie Mae, Freddie Mac, Ginnie Mae, FHA, and VA.
- (n) There are no circumstances or conditions with respect to any Mortgage Loan, Mortgaged Property, the Borrower, or the Borrower's credit standing that can be reasonably expected to cause private institutional investors, Fannie Mae, Freddie Mac, or Ginnie Mae to regard the loan as an unacceptable investment, cause the Mortgage Loan to become delinquent or adversely affect the value or marketability of the Mortgage Loan.

- (o) For each individual Mortgage Loan, Borrower shall execute appropriate documentation acknowledging that each such Borrower has received all necessary disclosures required by state and federal laws and regulations, including (if applicable) adjustable and balloon rate mortgage disclosures.
- (p) Each Mortgage Loan originated in Customer's name is not 15 days or more delinquent and there are no defaults in complying with the terms of any Mortgage Loan, and all taxes, governmental assessments, insurance premiums, water, sewage, and municipal charges relating to any Mortgage Loan which previously became due and owing have been paid, or an escrow of funds has been established in an amount sufficient to pay for every such item which remains unpaid. Customer represents and warrants that it has not advanced funds, or induced, solicited, or knowingly received any advance of funds by a party other than the borrower, directly or indirectly, for the payment of any amount required by the Mortgage Loan. With respect to escrow deposits and payments in those instances where such were required, there exist no deficiencies in connection therewith for which customary arrangements for repayment thereof have not been made, and no escrow deposits or payments or other charges have been capitalized under the Mortgage or the Mortgage Note.
- (q) Borrower has no rights of rescission, setoffs, counter-claims, or defenses to the Note or Mortgage securing the Note arising from the acts and/or omissions of the Customer in the origination, processing, or closing of the Mortgage Loan.
- (r) Compensation received by Customer shall not exceed the fair market value of its services. Customer agrees that it shall not accept any fee or other compensation except as permitted by applicable law and regulation, and that it has disclosed any fee or other compensation in writing to the Borrower and Mid America Mortgage, Inc. as required by applicable law and regulation. Customer warrants the compensation received by the loan officer and the company is in compliance with the regulations of The Dodd-Frank Wall Street Reform and Consumer Protection Act.
- (s) The total points and revenue fees are less than or equal to 5% of the Mortgage Loan Amount.
- (t) Each Mortgage Loan sold to Mid America Mortgage, Inc. is not a "High Cost Loan" or "predatory loan" as defined by the following:
 - a. Home Ownership and Equity Protection Act of 1994, specifically Section 32 of Regulation Z; and
 - b. The North Carolina Predatory Lending Act (applicable to North Carolina properties only); and
 - c. Part 41 of the New York Banking Board (applicable to New York properties only); or iv.) any other state law or municipal ordinance.
- (u) At no time within 180 days of date a Mortgage Loan is purchased by Mid America Mortgage, Inc. shall Customer, its agents, affiliates, or subsidiaries, take any action, including but not limited to the solicitation of the Borrower, to refinance or satisfy a Mortgage Loan. Notwithstanding anything to the contrary contained herein, if any Mortgage Loan sold to Mid America Mortgage, Inc. is paid-in-full within 180 days following the date of purchase by Mid America Mortgage, Inc., Customer shall pay to Mid America Mortgage, Inc. a penalty fee of not less than one percent (1%) of the original Mortgage Loan Amount, or such greater amount as may be listed in the Guide.
- (v) Customer shall be responsible for all HMDA reporting and for 1098 reporting of origination fees, discount points, and pre-paid interest to the Internal Revenue Service for Mortgage Loans originated by Customer under the terms of this Agreement.
- (w) Each of the above representations and warranties is for the benefit of Mid America Mortgage, Inc. and its successors and/or assigns and continues in full force and effect for so long as the Mortgage Loan remains outstanding and for such time that Mid America Mortgage, Inc. is subject to any risk of loss or liability as to any Mortgage Loan purchased from Customer.

4.1 Repurchase of Mortgage Loans by Customer

Customer covenants and agrees that, upon written request of Mid America Mortgage, Inc., Customer shall immediately repurchase, at the Repurchase Price, any Mortgage Loan sold to Mid America Mortgage, Inc. pursuant to this Agreement for any of the following reasons:

- (a) Mid America Mortgage, Inc. determines Mortgage Loan not eligible under the Mortgage Loan Program which it was registered and delivered by Customer.
- (b) If a Borrower is ninety (90) days or more delinquent with any of the first six (6) monthly payments due on any Mortgage Loan following the date on which Mid America Mortgage, Inc. funds such Mortgage Loan or disburses funds to purchase such Mortgage Loan, as applicable.
- (c) Mid America Mortgage, Inc. is required to repurchase said Mortgage Loan from Fannie Mae, Freddie Mac, or any other third party investor for any reason involving the origination or closing of the Mortgage Loan.

All capitalized, defined terms shall have the same meaning as in the Agreement, unless a different definition is provided in this Addendum. To the extent of any conflict in the provisions of this Addendum and the Agreement, such conflict will be resolved in accordance with the terms and conditions of this Addendum. The parties ratify and confirm all of the terms and conditions of the Agreement, except as supplemented or amended by this Addendum.

IN WITNESS WHEREOF, this Addendum has been duly executed by the parties and is effective as of the last date set forth below.

Customer:

Mid America Mortgage, Inc.:

By (printed Name): _____

By: Kara Lamphere

Signature: _____

Signature: _____

Its: _____

Its: _____

Date: _____

Date: _____

Officer's Certificate

Reference is made to the Master Correspondent Agreement (the "Agreement") between Mid America Mortgage, Inc. and _____ (the "Company"). The terms used herein shall have the same meanings as provided in the Agreement.

The undersigned certifies that the undersigned is the Secretary of the Company, and as such officer, has access to the records of Company, and certifies individually and on behalf of Company as to the following:

- (1) Attached hereto as Exhibit "A" is a true and correct copy of resolutions which have been duly adopted by the board of directors of the Company and which have not been amended, modified, or repealed in any respect, and which are in full force and effect as of the date hereof.
- (2) Each of the persons whose name is set forth below is an Authorized Officer in accordance with the resolutions attached as Exhibit "A" and is now the duly elected, qualified and acting officer of Company holding the office set forth opposite such officer's name, and the signature appearing opposite the name of each officer below is the true and genuine signature of such officer, and each such officer is authorized to sign the Agreement:

Officer's
Printed
Name: _____ Title: _____ Signature: _____

Officer's
Printed
Name: _____ Title: _____ Signature: _____

Officer's
Printed
Name: _____ Title: _____ Signature: _____

Officer's
Printed
Name: _____ Title: _____ Signature: _____

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first written above.

Signature

Printed Name:

Title: Secretary

Exhibit A

Resolutions

WHEREAS, it is proposed that _____ (the "Company") enter into a broker or correspondent relationship with Mid America Mortgage, Inc.; and

WHEREAS, the Master Correspondent Agreement and all related addenda, modifications and other papers to be entered into with Mid America Mortgage, Inc. (collectively, the "**Agreement**"), have been submitted to, and reviewed by, the directors of the Company to their satisfaction; therefore, be it

RESOLVED, that the proposed Agreement be, and is hereby, authorized and approved, and that

Officer's Printed Name: _____ Title: _____

Officer's Printed Name: _____ Title: _____

Officer's Printed Name: _____ Title: _____

Officer's Printed Name: _____ Title: _____

Officer's Printed Name: _____ Title: _____

(the "**Authorized Officers**") be, and each is hereby authorized, empowered and directed to execute the Agreement for and on behalf and in the name of the Company, with such changes in the terms and provisions thereof as such Authorized Officer executing the same shall, in such Authorized Officer's sole discretion, deem necessary or desirable and in the best interest of the Company, such Authorized Officer's signature being conclusive evidence that such Authorized Officer did so deem any such changes to be necessary or desirable and in the best interest of the Company; and

RESOLVED FURTHER, that the Authorized Officers be, and each is hereby, authorized, empowered and directed to perform all acts and do all things which such Authorized Officer may deem necessary or desirable to consummate the transactions contemplated by the Agreement; and

RESOLVED FURTHER, that the Secretary, Assistant Secretary or any other Authorized Officer of the Company be, and is hereby, authorized, empowered and directed to certify and attest any documents which such Authorized Officer may deem necessary or appropriate to consummate the transactions contemplated by the Agreement; provided that such certification or attestation shall not be required for the validity of the particular document; and

RESOLVED FURTHER, that any and all transactions by and of the officers or representatives of the Company, for, on behalf or in the name of the Company with Mid America Mortgage, Inc. prior to the adoption of the foregoing resolutions, including but not limited to the negotiation of the terms of the Agreement Papers, be, and they are hereby, ratified, confirmed and approved in all respects for all purposes; and

RESOLVED FURTHER, that the foregoing powers and authorizations shall continue in full force and effect until written notice of revocation has been given Mid America Mortgage, Inc. and its receipt obtained therefore.

Website Agreement

THIS WEBSITE AGREEMENT ("Agreement") is entered into, effective this _____ day of _____, 20____, by the Company identified below, as a prerequisite to obtaining user accounts and access to Mid America Mortgage, Inc.'s internet portal and software herein referred to as "Mortgage Machine".

Company Name: _____ Broker/Correspondent ID#: _____

Address: _____ City, State, Zip: _____

Mid America Mortgage, Inc. has developed a portal referred to as Mortgage Machine, to allow clients to get information and status reports on their loans and to lock individual loan commitments online. Prior to utilizing the services provided on the Mid America Mortgage, Inc.'s website (the "Site"), this Agreement must be executed and delivered to Mid America Mortgage, Inc.

The lock-in capability and other features can be accessed through Mortgage Machine on the Site and may only be accessed by using a Customer ID, Username and a Password provided by Mid America Mortgage, Inc. As a user of Mortgage Machine, Broker/Correspondent agrees to be bound by all of the terms and conditions of Mid America Mortgage, Inc.'s Wholesale Broker Guide/Correspondent Lender Guide, including any guidelines, policies and procedures contained in program announcements, bulletins, memoranda, or other similar communications delivered to Broker/Correspondent or posted on the Site, as the same may be amended from time to time (collectively, the "Guide"), and the terms and conditions regarding use of the Site, including but not limited to, any Legal Notice and Privacy Notice referenced at or linked to the Site or Mortgage Machine by Mid America Mortgage, Inc. Use of Mortgage Machine or the Site does not provide any commitment or guarantee that Mid America Mortgage, Inc. will purchase any loan; and Broker/Correspondent is, in the case of each and every loan, required to meet all of the terms and conditions in this Agreement, the Guide, Mortgage Machine and the Site.

Broker/Correspondent agrees that it is responsible for maintaining the security and confidentiality of user names and passwords issued to Broker/Correspondent's agents or employees. Broker/Correspondent represents and warrants that it will not permit unauthorized individuals to use its usernames and/or passwords to access Mortgage Machine and agrees to defend and indemnify Mid America Mortgage, Inc. against any claims, losses, damages, costs, expenses, fines, and other liabilities, including attorney's fees, arising out of Broker/Correspondent's failure to maintain the security and confidentiality of its usernames and/or passwords or arising out of the unauthorized or unlawful use of Mortgage Machine and/or the Site by Broker/Correspondent including, without limitation, by any person who obtains access to the Mortgage Machine and/or the Site using Broker/Correspondent's usernames and/or passwords. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action arising out of or relating to this Agreement shall be only in Dallas County, Texas.

By signing below, Broker/Correspondent agrees to be bound by the terms and conditions described in this Agreement, the documents referenced herein, and any terms and conditions found on the Site. The terms and conditions of this Agreement can only be modified by a written document signed by both parties. Notwithstanding the foregoing, any notices on the Site including, but not limited to, Legal Notice and Privacy Notice, may be modified pursuant to the provisions contained therein and Broker/Correspondent is held to know and be bound by those modifications.

Company Representative	Mid America Mortgage, Inc. Representative
By (signature): _____	By (signature): _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Email for confirmation: _____	

Additional Owners

List additional owners as needed.

Company Name (applicant): _____

Last Name	_____	First Name	_____	Middle Name	_____	Title	_____
Residence Address	_____						
City	_____	State	_____	Zip Code	_____		
Social Security #	_____	Date of Birth	_____	NMLS #	_____	% of Ownership	_____

Last Name	_____	First Name	_____	Middle Name	_____	Title	_____
Residence Address	_____						
City	_____	State	_____	Zip Code	_____		
Social Security #	_____	Date of Birth	_____	NMLS #	_____	% of Ownership	_____

Last Name	_____	First Name	_____	Middle Name	_____	Title	_____
Residence Address	_____						
City	_____	State	_____	Zip Code	_____		
Social Security #	_____	Date of Birth	_____	NMLS #	_____	% of Ownership	_____

Last Name	_____	First Name	_____	Middle Name	_____	Title	_____
Residence Address	_____						
City	_____	State	_____	Zip Code	_____		
Social Security #	_____	Date of Birth	_____	NMLS #	_____	% of Ownership	_____

Last Name	_____	First Name	_____	Middle Name	_____	Title	_____
Residence Address	_____						
City	_____	State	_____	Zip Code	_____		
Social Security #	_____	Date of Birth	_____	NMLS #	_____	% of Ownership	_____

Additional Affiliated Companies

List additional affiliated companies as needed. Please attach RESPA ABA disclosure

Company Name (applicant): _____

Affiliated Company Name: _____ Type of Business: _____
Owner listed above _____ % of Ownership in _____
affiliated with this _____ Affiliated _____
Company: _____ Company: _____

Affiliated Company Name: _____ Type of Business: _____
Owner listed above _____ % of Ownership in _____
affiliated with this _____ Affiliated _____
Company: _____ Company: _____

Affiliated Company Name: _____ Type of Business: _____
Owner listed above _____ % of Ownership in _____
affiliated with this _____ Affiliated _____
Company: _____ Company: _____

Affiliated Company Name: _____ Type of Business: _____
Owner listed above _____ % of Ownership in _____
affiliated with this _____ Affiliated _____
Company: _____ Company: _____

Affiliated Company Name: _____ Type of Business: _____
Owner listed above _____ % of Ownership in _____
affiliated with this _____ Affiliated _____
Company: _____ Company: _____

Affiliated Company Name: _____ Type of Business: _____
Owner listed above _____ % of Ownership in _____
affiliated with this _____ Affiliated _____
Company: _____ Company: _____

Affiliated Company Name: _____ Type of Business: _____
Owner listed above _____ % of Ownership in _____
affiliated with this _____ Affiliated _____
Company: _____ Company: _____

Affiliated Company Name: _____ Type of Business: _____
Owner listed above _____ % of Ownership in _____
affiliated with this _____ Affiliated _____
Company: _____ Company: _____

Additional Branches

List additional branches as needed.

Branch Name: _____ Date Established: _____

Address: _____ City, State, Zip: _____

Branch Name: _____ Date Established: _____

Address: _____ City, State, Zip: _____

Branch Name: _____ Date Established: _____

Address: _____ City, State, Zip: _____

Branch Name: _____ Date Established: _____

Address: _____ City, State, Zip: _____

Branch Name: _____ Date Established: _____

Address: _____ City, State, Zip: _____

Branch Name: _____ Date Established: _____

Address: _____ City, State, Zip: _____

Branch Name: _____ Date Established: _____

Address: _____ City, State, Zip: _____

Branch Name: _____ Date Established: _____

Address: _____ City, State, Zip: _____

Branch Name: _____ Date Established: _____

Address: _____ City, State, Zip: _____

Branch Name: _____ Date Established: _____

Address: _____ City, State, Zip: _____

Branch Name: _____ Date Established: _____

Address: _____ City, State, Zip: _____