



## **Allied Partners Division**

A Division of Allied Home Mortgage Capital Corporation

### **Partners Enrollment Application**

Bank/Credit Union \_\_\_\_\_

Contact Name (s) \_\_\_\_\_

Fed. Id.# \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Allied Branch Manager \_\_\_\_\_ Branch # \_\_\_\_\_

**Are you exempt from mortgage licensing in your state?**

**Yes**\_\_\_\_ **No**\_\_\_\_\_

(Exemption from mortgage licensing or having a mortgage broker license is required for this program in most states.)

Please send this information along with a copy of your bank, credit union, insurance company, or mortgage license to:

**Allied Home Mortgage Capital Corporation**

**Allied Partners Division**

**6110 Pinemont #215**

**Houston, TX 77092**

713-353-0400

713-353-0606 (f)

PBuske@alliedhomenet.com

## RESIDENTIAL MORTGAGE ORIGINATION AGREEMENT

**THIS RESIDENTIAL MORTGAGE ORIGINATION AGREEMENT** (the "Agreement") is made this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by and between Allied Home Mortgage Capital Corporation, a Texas corporation ("AHMCC"), and \_\_\_\_\_, hereinafter referred to as ("Originator").

### W I T N E S E T H:

**WHEREAS**, Originator desires to engage in the activity of originating loans ("Loans") secured by residential properties; and

**WHEREAS**, AHMCC is engaged in mortgage banking and originating activities including the making and funding of Loans; and

**WHEREAS**, AHMCC and Originator desire to enter into this non-exclusive Agreement, which will govern the relationship between the parties, whereby Originator submits a loan application ("Loan Application") from its customer ("Applicant") to AHMCC for approval and funding, subject to the requirements of AHMCC.

**NOW, THEREFORE**, in consideration of the mutual covenants and benefits to accrue to each of the parties hereto, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

- 1) Allied Home Mortgage Capital Corporation Loan Programs: AHMCC will, at its sole expense, keep Originator advised of its current loan programs ("Loan Programs") and requirements, rates and fees. AHMCC may in its sole discretion change or revise its Loan Programs, requirements, rates and fees thereof from time to time.
- 2) Originator's Services: Originator shall perform the following services in connection with each Loan submitted to AHMCC hereunder:
  - a) Taking information from the Applicant and filling out the application;
  - b) Analyzing the Applicant's income and debt and pre-qualifying the Applicant to determine the maximum mortgage that the Applicant can afford;
  - c) Educating the Applicant in the home buying and financing process, advising the Applicant about the different types of loan products available, and demonstrating how closing costs and monthly payments could vary under different products;
  - d) Collecting financial information (e.g. tax returns, bank statements) and other related documents that are part of the application process;
  - e) Providing disclosures (truth in lending, good faith estimate, others) to the Applicant;

- f) Assisting the Applicant in understanding and clearing credit problems;
  - g) Maintaining regular contact with the Applicant, realtors, lender, between application and closing to apprise them of the status of the Loan Application and gather any additional information as needed;
  - h) Participating in the loan closing.
- 3) Other Information: Originator will provide such other and further information from the Applicant as AHMCC may from time to time reasonably require in order to evaluate the Loan Application. Originator acknowledges and agrees that Exhibits "B" and "C" attached hereto and made a part hereof for all purposes, will be completed for each Loan originated pursuant to this Agreement.
- 4) Loan Approval: Loan approval shall be within AHMCC's sole discretion. Originator shall not represent that AHMCC has approved or will approve any Loan until Originator is so informed by AHMCC in writing. All Loans shall close in the name of AHMCC or in such other lender's name as AHMCC may require. Originator is aware that AHMCC may seek approval from its investors in order to approve an Applicant. Loan approval does not guarantee the Applicant a specific interest rate. All approved Loans shall be subject to AHMCC then current policies and procedures for locking interest rates.
- 5) Originator's Fee: Originator's fee with respect to any Loan shall be paid only after AHMCC deducts or is paid all of its fees and charges and has received the executed HUD-1. No fee shall be owed to Originator on account of any proposed Loan, which is not funded and closed. The fee to be paid to Originator for Originator's services hereunder is described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.
- 6) Due Organization, Existence and Good Standing: Originator is a duly organized and validly existing entity in good standing in the jurisdiction under whose laws Originator is formed and has all licenses necessary to carry on its business as now being conducted. In addition, Originator is licensed, registered, qualified and in good standing in each state in which any real property securing repayment of a Loan is located and in each state in which Originator is engaged in the business of Originating mortgage loans if the laws of such state require licensing, registration or qualification to engage in the business of Originating mortgage loans, or is otherwise exempt under applicable law from such licensing, registration or qualification, and in any event is in full compliance with the laws, rules and regulations of each such state and of all real estate, mortgage lending or other regulatory or supervisory agencies having jurisdiction over Originator's activities to the extent necessary to ensure the enforceability of the Loans. Mortgage Originator covenants to maintain all licenses, registrations and qualifications current and to keep itself in good standing with such regulatory and supervisory agencies. Originator further covenants to notify Lender immediately upon the suspension, revocation, expiration or other termination of any licenses, registrations or qualifications, or of the taking of any action by any such regulatory or supervisory agency against Originator, which could adversely affect the Originator's licenses, registration and qualifications.

- 7) Originator's Representations and Warranties. Originator represents and warrants to AHMCC, as of (i) the time any Loan Application is submitted to AHMCC, and (ii) as of the time the Loan is funded and closed, that:
- a. The contents of all Loan packages submitted to AHMCC shall immediately become the property of AHMCC and all information therein may be subject to AHMCC independent verification.
  - b. Except as previously disclosed by Originator to AHMCC in writing, to the best of Originator's knowledge, there is not pending or threatened, any suit, action, arbitration or legal administrative or other proceeding or governmental investigation (including an allegation of fraud by another lender) against Originator or its current or former owners, agents or employees which could have a materially adverse effect on the Originator's business, assets, financial condition or reputation.
  - c. Originator has not allowed the Applicant to have had in its direct possession or control any credit, income or deposit verification document submitted to AHMCC with respect to any Loan.
  - d. Originator is familiar with the Real Estate Settlement Procedures Act of 1974 (RESPA), the Truth-in-Lending Act (TILA) and other applicable laws and the regulations pertaining thereto to which Originator is subject in connection with the services to be provided hereunder and possesses all necessary licenses, permits and authority to engage in the activities contemplated by this Agreement.
  - e. Except as otherwise disclosed to AHMCC in writing before the funding of any Loan, Originator shall have no direct or indirect ownership interest in any property acting as security for a Loan.
  - f. Originator will comply with all applicable state and federal laws with respect to the Loans, including but not limited to RESPA and TILA.
  - g. Further, prior to closing of each of the Loans, Originator shall provide to AHMCC an executed Declaration on each Loan Application in the form of Exhibit "B" attached hereto and incorporated herein by reference for all purposes.
- 8) Representations and Warranties of AHMCC: AHMCC represents and warrants to Originator, as of (i) the time any Loan Application is submitted to AHMCC, and (ii) as of the time the Loan is funded and closed, that AHMCC is a duly organized and validly existing entity in good standing in the jurisdiction under whose laws AHMCC is formed and has all licenses necessary to carry on its business as now being conducted. AHMCC further represents and warrants that all services being performed by it pursuant to this Agreement shall be in compliance with applicable law. AHMCC is familiar with the Real Estate Settlement Procedures Act of 1974 (RESPA), the Truth-in-Lending Act (TILA) and other applicable laws and the regulations pertaining thereto to which AHMCC is subject in connection with the services to be provided hereunder. AHMCC will comply with all applicable state and federal laws with respect to the Loans.
- 9) Independent Contractor Status of Originator: Nothing in this Agreement shall be construed as making the Originator a joint venture, partner, representative, employee or agent of AHMCC. Originator shall not hold itself out as such, nor shall it use AHMCC's name in any advertising.

Originator is an independent contractor and Originator shall determine the method, details and means of performing all services described in this Agreement. The services rendered by Originator hereunder are non-exclusive and Originator shall be free to provide similar services to other mortgage lenders. Likewise, AHMCC is free to obtain similar services from other Originator's and/or service providers. Originator shall disclose the relationship and fee structure to the Applicant by obtaining and furnishing to AHMCC an executed Loan Originator Disclosure on each Loan Application in the form of Exhibit "C" attached hereto and incorporated herein by reference for all purposes.

- 10) Indemnification: Each party shall indemnify and hold the other party and its shareholders, directors, officers, agents, employees, successors and assigns harmless from and against, any and all loss, damage, liability, costs and expenses, including reasonable attorney's fees, from any cause whatsoever, incurred by reason of or arising out of or in connection with (a) any breach of any representation or warranty contained in paragraph 6, 7 or 8, above, relating to a party or (b) either party's failure to perform any obligation hereunder. Any obligation to fully indemnify a party under this Agreement shall not be affected by a party taking any of the following actions with or without notice to the other party: (a) liquidation, repayment, retirement, sale or resale of any Loan, (b) foreclosure of any Loan, or (c) sale or resale of the property securing the Loan.
- 11) Disclosure of Information: Originator acknowledges and agrees that AHMCC may report instances of Originator making any material misstatement in connection with a Loan or Originator knowingly aiding a Borrower to do the same, to appropriate state or federal regulatory authorities or law enforcement agencies.
- 12) Termination of Agreement: Either party may terminate this Agreement at any time, upon thirty (30) days written notice to the other party; provided, however, that the Originator's indemnification and other obligations contained herein as to Loan Applications and/or Loans previously submitted and/or closed hereunder shall survive termination.
- 13) Governing Law: THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY ACTION HEREON SHALL BE IN HARRIS COUNTY, TEXAS.
- 14) Notices. All notices required hereunder shall be in writing and shall be deemed to have been given, made and received only (a) upon delivery, if personally delivered to a party; (b) one business day after the date of dispatch, if by facsimile transmission; (c) one business day after deposit, if delivered by a nationally recognized courier service offering guaranteed overnight delivery; or (d) three business days after deposit in the United States first class mail, certified mail, postage prepaid, return receipt requested, at the addressees appearing below, or at such other address as a party may designate in writing.
- 15) Attorney's Fees: Should any legal action or other proceeding be brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, or if any action for declaratory or injunctive relief arises out of this Agreement, the prevailing party or parties shall be entitled to reasonable attorney's fees and other costs incurred in that action, proceeding or appeal from same,

in addition to any relief to which it or they may be entitled.

- 16) Assignment: Originator may not assign this Agreement. AHMCC may assign this Agreement to any successor or affiliate of AHMCC, upon written approval of Originator; provided, that such approval shall not be unreasonably withheld. Subject to the limitations above, this Agreement shall be binding and inure to the benefit of the parties hereto and their respective legal representative, successors and assigns.
- 17) Entire Agreement Amendment: This Agreement constitutes the entire agreement between parties and supersedes all prior and contemporaneous agreements, representations and understandings oral or written. No supplement, modification or amendment shall be binding unless executed in writing by both parties.
- 18) Waivers, Remedies: Failure or delay to audit any Loan or to exercise any right shall not act as a waiver of any other right, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. All remedies shall be cumulative and nonexclusive.
- 19) Partial Invalidity: If any provision of this Agreement is held invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.
- 20) Further Assurance: Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- 21) Headings: The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, simplify or modify the terms or provisions hereof.
- 22) Time: Time is of the essence in this Agreement. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which said period of time runs shall be excluded, unless it is a Saturday, Sunday or legal public holiday, recognized by the federal government or the state of Texas, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or such legal public holiday.
- 23) Counterparts: This Agreement may be executed in two or more counterparts, and it shall not be necessary that any of the counterparts be executed by all of the parties hereunto. Each fully or partially executed counterpart shall be deemed an original, but all such counterparts taken together shall constitute but one and the same instrument.
- 24) Term and Termination: This Agreement shall endure in perpetuity until either party gives the other party notice, for any reason, of said party's desire to terminate this Agreement; said notice is effective thirty (30) days after receipt. Obligations incurred through this Agreement prior to the termination of this Agreement shall not be affected by termination of this Agreement.
- 25) Privacy: Pursuant to federal law and regulation, any information provided to AHMCC by

Originator is provided only to allow AHMCC to perform the services necessary under this Agreement, to process and/or service a transaction, or as required by federal and/or state law and/or regulation. Once this information is received by AHMCC from Originator, whether it is directly or indirectly through an affiliate, AHMCC may not disclose it to any person that is not affiliated with either Originator or AHMCC, unless the disclosure would be lawful if made directly by Originator.

AHMCC agrees to restrict access to this information received from Originator only to AHMCC's employees who need to know this information to provide products or services to Originator or its members pursuant to this Agreement. AHMCC also agrees to maintain physical, electronic and procedural safeguards that comply with federal regulations or any other appropriate measures to guard nonpublic personal information to protect the confidentiality and security of this information shared by Originator pursuant to this Agreement.

[SIGNATURE PAGE FOLLOWS]

**Allied Home Mortgage Capital Corporation**  
"AHMCC"

"Originator"

---

Name:  
Title:

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Name:  
Title:

Address:

6110 Pinemont  
Houston, Texas 77092  
Attention: Jim C. Hodge, President  
Copy Attention: General Counsel  
Telephone: 713.353.0400  
Facsimile: 713.353.494

Address:

Attention:  
  
Telephone:  
Facsimile:

**Exhibit "A"**

**FEE SCHEDULE**

1. Originator shall be paid a fee not to exceed 200 basis points (200 bps.) of the amount of the Loan, which is approved, closed and funded. The fees due Originator above shall be due and payable at closing.
2. Originator shall NOT be paid any fees on FHA or VA loans, nor is this Agreement applicable to FHA or VA loans.
3. The Originator's Fee shall be disclosed on the RESPA Good Faith Estimate and the HUD-1 Settlement Statement.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

**Exhibit "B"**

**RESIDENTIAL MORTGAGE ORIGINATOR SERVICE DECLARATION**

Applicant(s): \_\_\_\_\_

Loan Amount: \$ \_\_\_\_\_

Property Address: \_\_\_\_\_

Loan Program: \_\_\_\_\_

\_\_\_\_\_

The undersigned Originator hereby declares that in connection with the above referenced Applicant, the Originator performed the services required by the Residential Mortgage Originator Agreement between Originator and "AHMCC", including but not limited to:

- a) Obtaining information from the Applicant and filling out the application;
- b) Analyzing the Applicant's income and debt and pre-qualifying the prospective borrower to determine the maximum mortgage that the Applicant can afford;
- c) Educating the Applicant in the home buying and financing process, advising the borrower about the different types of loan products available, and demonstrating how closing costs and monthly payments could vary under each product;
- d) Collecting financial information (tax returns, bank statements) and other related documents that are part of the application process;
- e) Providing disclosures (truth in lending, good faith estimate, others) to the Applicant;
- f) Assisting the Applicant in understanding and clearing credit problems;
- g) Maintaining regular contact with the Applicant, realtors, lender, between application and closing to appraise them of the status of the application and gather any additional information as needed;
- h) Participating in the loan closing.

Originator acknowledges that AHMCC is relying on the truthfulness of this Declaration in accepting the Loan Application and paying Originator the Originator's Fee.

Date: \_\_\_\_\_

\_\_\_\_\_  
Name:

Title:

Office Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

**Exhibit "C"**

**LOAN ORIGINATOR DISCLOSURE AGREEMENT**

To: \_\_\_\_\_ From: \_\_\_\_\_  
(Originator/agent/loan officer) (Applicant)

I desire to engage you as my agent for the purpose of providing the following services:

1. Assistance in submitting the mortgage application to Allied Home Mortgage Capital Corporation (lender).
2. Assistance in the loan processing activities as prescribed under RESPA guidelines.

I understand the following:

1. That you are authorized to provide the above services.
2. That you are not an affiliate, joint venture or partner of any lender.
3. That you cannot commit any lender to provide financing or to act on its behalf.
4. That I understand that I am not obligated to use this company, and may select a different company if I wish to do so.

I agree to the following:

1. I realize that \_\_\_\_\_ (Originator/agent/loan officer) may earn financial benefits from my use of this company.
2. The fee will be paid at time of loan settlement and reflected on the settlement statement.
3. I direct the mortgage lender to include in its closing instructions authorization to forward the above fee at time of closing directly to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This agreement will continue until my written cancellation of the Agreement or the closing of my mortgage loan.

**AGREED AND ACCEPTED**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**Applicants**

\_\_\_\_\_  
**Applicants**

\_\_\_\_\_  
**Social Security Number**

\_\_\_\_\_  
**Social Security Number**

**ADDENDUM TO RESIDENTIAL MORTGAGE  
ORIGINATOR AGREEMENT ("AGREEMENT") EXECUTED BY  
AND BETWEEN ALLIED HOME MORTGAGE CAPITAL CORPORATION,  
A TEXAS CORPORATION ("AHMCC") AND**

("ORIGINATOR") DATED \_\_\_\_\_, 20\_\_\_\_

1. Upon execution hereof by AHMCC and Originator, this Addendum shall supplement and amend the Agreement.
  
2. In order to enhance and expedite the Loan Application process, Originator has requested and AHMCC Mortgage has agreed, to one onsite training session, unlimited training sessions as provided by AHMCC corporate offices or by telephone. Such electronic communication will allow Originator to assist in the process or the Loan Applications in real time with face-to-face conversations. Current software to be utilized in this process is POINT by Calyx. However, AHMCC reserves the right to change software providers, based on need or performance as determined by AHMCC.
  
3. All other expenses of setting up communications such as Internet access with e-mail capability, phone lines and long distance will be at the expense of the Originator.

Executed this \_\_\_\_\_ day of, \_\_\_\_\_, 20\_\_\_\_\_.

**Allied Home Mortgage Capital Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## RESPA Act Originating Fee Split Determinations

14 services normally involved in the origination of a loan, including counseling services, as follows: Please initial and date 6 of the below tasks performed by the bank/credit union. 6 tasks must be performed in order for partner to be paid.

Borrower(s) Name \_\_\_\_\_

- \_\_\_\_\_ 1. Taking information from the borrower and filling out the application
- \_\_\_\_\_ 2. Analyzing the prospective borrower's income and debt and pre-qualifying the prospective borrower to determine the maximum mortgage that the prospective borrower can afford
- \_\_\_\_\_ 3. Educating the prospective borrower in the home buying and financing process, advising the borrower about the different types of loan products available, and demonstrating how closing costs and monthly payments would vary under each product
- \_\_\_\_\_ 4. Collecting financial information (tax returns, bank statements) and other related documents that are part of the application process
- \_\_\_\_\_ 5. Initiating/ordering VOE's (verifications of employment) and VOD's (verifications of deposits)
- \_\_\_\_\_ 6. Initiating/ordering requests for mortgage and other loan verifications
- \_\_\_\_\_ 7. Initiating/ordering appraisals
- \_\_\_\_\_ 8. Initiating/ordering inspections or engineering reports
- \_\_\_\_\_ 9. Providing disclosures (truth in lending, good faith estimate, others) to the borrower
- \_\_\_\_\_ 10. Assisting the borrower in understanding and clearing credit problems
- \_\_\_\_\_ 11. Maintaining regular contact with the borrower, realtors, lender, between application and closing to apprise them of the status of the application and to gather any additional information as needed
- \_\_\_\_\_ 12. Ordering legal documents
- \_\_\_\_\_ 13. Determining whether the property was located in a flood zone or ordering such service
- \_\_\_\_\_ 14. Participating in the loan closing

### Additional Services Found in HUD's Regulation X § 3500.2

Preparation of documents, including notary, delivery and recording services (the actual docs would be prepared by the attorney, but the credit union could handle the rest)--provision of services involving mortgage life, disability, or similar insurance designed to pay a mortgage loan upon disability or death of a borrower, but only if such insurance is required by the lender as a condition of the loan\*\* Source 12 U.S.C. § 2601: dwc 07/19/02

## **RESPA Discussion**

In order to stay in compliance of RESPA, the industry rules for mortgage loan referrals, we at Allied take great steps to insure that all business is conducted pursuant to these guidelines. At least 6 of the following services must be performed in connection with each loan submitted to Allied Home Mortgage Capital Corporation:

- Taking information from the borrower and filling out the application.
- Analyzing the prospective borrower's income and debt and pre-qualifying the prospective borrower to determine the maximum mortgage that the prospective borrower can afford.
- Educating the prospective borrower in the home buyer and financing process, a division the borrower about the different types of loan products available, and demonstrating how closing costs and monthly payments would vary under each product.
- Collecting financial information (tax returns, bank statements) and other related documents that are part of the application process.
- Initiating/ordering VOE's (Verifications of Employment) and VOD's (Verifications of Deposits).
- Initiating/ordering requests for mortgage and other loan verifications.
- Initiating/ordering appraisals.
- Initiating/ordering inspections or engineering reports.
- Providing disclosures (truth-in lending, good faith estimates, others) to the borrower.
- Assisting the borrower in understanding and clearing credit problems.
- Maintaining regular contact with the borrower, realtors, and/or lender between applications and closing to apprise them of the status of the application and to gather any additional information as needed.
- Ordering legal documents.
- Determining whether the property was located in a flood zone or ordering such service.
- Participating in the loan closing.
- Preparation of documents, including notary, delivery and recording services (the actual docs could be prepared by AHMCC or an attorney, but the credit union could handle the rest).
- Provision of services involving mortgage life, disability, or similar insurance designed to pay a mortgage loan upon disability or death of a borrower, but only if such insurance is required by the lender as a condition of the loan.

Sources 12 U.S.C. § 2601: and HUD's Regulation X § 3500.2