

A1 Mortgage Processing Services, Inc., Contract Processing Agreement

This agreement is made and entered into this _____ day of _____, _____, by and between

_____ (Broker name), hereinafter referred to as "the Broker", and A1 Mortgage Processing, Inc., hereinafter referred to as "A1".

WITNESSETH:

WHEREAS, the Broker is in the business of brokering mortgage loan applications, and;

WHEREAS A1 has the experience in processing mortgage loan applications and will process mortgage loan applications originated by the Broker in accordance with the terms set forth below.

NOW, THEREFORE, the parties hereby agree to the following:

1. Responsibilities of the Broker

- a. Provide a completed and signed loan application/1003
- b. Provide a tri-merge in file credit report identifying any concerns, updates or errors.
- c. Provide all up front necessary documents from the borrower(s) sufficient enough to validate the loan application. **See Attached Exhibit A "Required Documents List"**.
- d. Provide all required signed disclosures and re-disclosures in the required time frames (A1 can assist)
- e. Identify the loan program and the Investor A1 will submit the loan package to for approval
- f. Lock/Register the interest rate if not floating (A1 can assist)
- g. Verify accuracy of Closing Fee sheet prior to closing
- h. Assist A1 in obtaining additional documentation from borrower(s) if needed
- i. Fully completed Processing Submission Form **(Exhibit C)**

2. Services to be performed by A1:

- a. Review all required disclosures and assist with any required re-disclosures, provide Broker with disclosures for e-signatures if needed
- b. Order Appraisal, Title, Pest inspections, Insurance, Surveys, Verifications of Employment, Rent, Deposit, Mortgage, etc., as required.
- c. Enter any missing/add'l. data into forms, lender sites/platforms, FNMA/DU or FHLMC/LP
- d. Validate all income, asset, and or other documents required for loan submission and approval
- e. Contact borrower(s) for any missing or additional documents needed
- f. Prepare and deliver a fully processed loan file for submission to lender
- g. Obtain any pre-underwrite items and obtain/clear all loan conditions needed to meet lender loan criteria required for final approval
- h. Prepare Broker Fee Sheet, order required closing documents, schedule and coordinate the closing.
*Originator to approve and review the preceding prior to final submission.
- i. Assemble Post Closing Package for Broker

3. Loan Processing Fees - The Broker understands and agrees that all fees due A1 will be remitted by direct payment in the specific transaction. By signing this agreement, the Broker pledges its complete support for this method and agrees that A1 processing fee will be included in either Block 1 of "Our Origination charge" or otherwise fully disclosed and presented to the Borrower & Lender for preparation of the HUD-1 Settlement Statement.

The Broker further agrees that in cases where third party fees are restricted, it will instruct the closing agent to deduct the funds from the Broker's compensation and remit the processing fee directly to A1.
(See Exhibit B)

A1 assumes no liability for errors or omissions by any party for failure to properly disclose the processing fee on the HUD Settlement Statement or any other disclosure. Broker will be ultimately responsible for the payment of the processing fee and the proper disclosure of the processing fee as required on the Good Faith Estimate. If payment is not made at settlement, the Broker agrees to forward a corporate check made payable to A1 Mortgage Processing Services, Inc. for fees due within 48 hours after closing.

4. Miscellaneous fees such as charges for overnight Shipping, VOD, VOE, PUD/CONDO Questionnaire, Credit Reports, DU/LP fee, etc., will not be incurred by A1 on behalf of the Broker.

5. Disclosures – A1 assumes no liability for errors or omission of third parties on loan applications, submitted paperwork from any party including the Loan Estimate from Broker, or closing documents. The Broker is entirely responsible for verifying the accuracy of the fees reported on the Closing

Disclosure and other loan documents prior to being signed by the applicant, as well as ensuring that all loan documents meet state and federal guidelines and compliance.

6. Confidentiality – A1 acknowledges that it may receive, during the term of this Agreement, information of a confidential nature. A1 shall receive and retain said information in the strictest confidence without disclosure to third parties, without the permission of the Broker, to keep such information confidential. A1 shall take the necessary steps to maintain the confidentiality of Broker's confidential information. Such confidential information includes, but is not limited to: borrower's personal and financial information. All unnecessary information shall be promptly and securely shredded. This covenant of confidentiality shall continue for the term of this Agreement and survive its expiration or early termination.

7. Non-solicitation – A1 is not a Mortgage Broker. A1 agrees that it will not solicit any of the borrowers whose loan applications are submitted to A1 for the purpose of obtaining loans for such borrowers. A1 shall not convey or transfer any loan application information to any other company without specific written permission from Broker.

8. Misrepresentation - Fraud is legally defined as "the misrepresentation of a material fact which is made with knowledge of its falsity and with intent to deceive a party who in fact relies on the misrepresentation to his or her detriment and injury." A1 will not be a party to any misrepresentation or fraudulent activity. Throughout the processing the processing of the loan application, A1 will validate the borrower's identity and validity of documentation provided.

9. Termination of Agreement - Either party may terminate this agreement at will. If either party terminates the agreement, A1 agrees to promptly deliver to Broker all files in process and those that have closed, in exchange for payment of processing fees for all work performed on files not yet closed.

10. Independent Contractor - The Broker acknowledges and agrees that A1 is not an employee of the Broker and is an independent contractor. A1 may, from time to time, fill out order forms on behalf of the Broker in order to secure appraisals, credit reports, verifications of employment or deposit, title insurance and other documentation necessary to perform its processing obligations. Further, it is understood that A1 orders these documents as a courtesy to the Broker, and should there be any financial responsibility to obtain necessary documentation to complete the processing of the file, the Broker agrees to pay the vendor directly or assume all financial responsibility for any and all third party fees incurred during the processing of the loan.

11. Fees and Charges - See Fee Schedule below and Schedule B

12. Indemnification - Each party agrees to indemnify and hold the other party harmless from and against any and all claims, demands, liabilities, causes of action and expenses, including attorney's fees, relating to or arising out of or in connection with such party's breach of the representations and warranties or other term or provision of this agreement.

A1 MTG. PROCESSING SVS., INC.

JASON KULWICKI

MTG. PROCESSOR NMLS #327645

OFFICE PHONE: 727-847-8391

OFFICE FAX: 727-499-6831

CELLULAR PHONE: 727-967-2139

P.O. Box 5057 HUDSON, FL 34674-5057

JASON@A1MTGPRO.COM

WWW.A1MORTGAGEPROCESSING.COM

2016 FEE SCHEDULE

CONVENTIONAL LOANS: **\$795**

FHA / VA / USDA LOANS: **\$895**

RE-SUBMISSION TO ADDITIONAL LENDER \$50

LOAN DOES NOT CLOSE OR IS CANCELLED: **NO CHARGE**

A1 MORTGAGE PROCESSING SERVICES , INC

PHONE: 727-967-2139

www.a1mortgageprocessing.com

Jason@A1mtgpro.com

Exhibit A

Required Documents List:

Ideally, the following information should be included in each loan package submitted to A1 Mortgage Processing Services, Inc.:

- Completed Processing Submission Form
- * Lock / Registration confirmation
- Completed and Signed 1003
- Completed Loan Estimate and Fees Worksheet
- Completed and signed disclosures
- Completed and signed Lender Disclosures, as required
- Tri-Merge Credit Report , Signed Credit Inquiry Letter for all inquiries, LOX for derogatory credit, BK, etc.
- 30 day pay stub history for all borrowers
- Most recent 2 W2's, and 1099's for all borrowers. If no returns are required, please provide a signed letter from borrower stating the reason why. (A1 can assist)
- Most recent 2 years personal and business tax returns (all schedules), for Self Employed Borrowers and SE tax calculation form
- Most recent 2 months bank statements for checking, savings, and any other asset accounts you wish to use to qualify. **Large deposits must be sourced.** (A1 can assist)
- Legible copy of Driver's License
- Legible copy of Social Security Card

- Fully executed, legible sales contract - including all addendums
- Copy of EMD and documented source
- Short Sale Approval, if applicable

For Refinance loans:

- All credit & income documents for purchases; see preceding list.
- Current Insurance Dec page
- Owners Title Policy
- Existing Survey
- Current Mortgage statement

Additional information as applicable:

- DU/LP AUS findings
- Award letters and most recent statement for Social Security, military, retirement, pension, or other Benefit's
- Divorce Decree / or Child Support order / BK Discharge and related documentation
- Signed and dated Letters of Motivation, Letters of Explanation for Credit Inquiries, Derogatory credit letters, Access letters from joint bank account partners, etc.

Payment Authorization Addendum (Exhibit B)

I, _____ acting in my own stead, or on behalf of

(Name)

_____ authorize and instruct, any

(Company)

designated closing agent, or any designed lender, chosen by design, or circumstance, that is authorized to disburse funds on any loan applications originated by myself, on behalf of my company, to directly pay **A1 Mortgage Processing Services, Inc.** any validly submitted invoices for third party loan processing services at the time of loan closing or settlement.

(Signature)

(Print Name) (Title)

(Print Company Name)

(Date)

Exhibit C

Processing Submission Form

Submitting Broker & L/O Name: _____

Ph: () _____ Fax: () _____ Email: _____

BORROWER INFORMATION

Borrower Name: _____

Home : _____ Cell: _____ Work: _____

Email: _____

*Preferred Contact Method: (Circle) Home Work Cell Email Text

CO-BORROWER INFO: _____

Home : _____ Cell: _____ Work: _____

Email: _____

Preferred Contact Method: (Circle) Home Work Cell Email Text

LOAN INFO.

Anticipated Closing Date: _____

Loan Type: Conv ___ FHA ___ VA ___ USDA ___

Purpose: Purch ___ Rate/Term ___ Cash-out ___ IRRRL ___ FHA Streamline ___ HARP

Property Type: SFR ___ Condo ___ PUD ___ Villa _____

Occupancy Type: Primary _____ 2nd Home _____ NOO _____

Escrows: Yes _____ No _____

Compensation Type: Borrower Paid _____ Lender Paid _____ (include Anti steering disc.)

Anticipated Lender: _____ Loan Program Code _____

Broker Login: _____ Broker PW _____

AE: _____ Ph: _____ Email: _____

Title Co: _____ Contact: _____

Phone: _____ Fax: _____ Email: _____

Listing Agent: _____ Company: _____

Phone: _____ Fax: _____ Email: _____

Selling Agent: _____ Company: _____

Phone: _____ Fax: _____ Email: _____

HOA/Condo Project: _____ Contact: _____

Phone: _____ Fax: _____ Email: _____

Survey: Using Existing _____ Title Co to order _____ Processor to Order _____

Credit Card info for Appraisal Payment:

Card Type: Visa ____ MC ____ Amex ____ Discover ____

Card Number: _____ Expires: _____

Code: _____

Name as it appears on Card:

Billing Address for Card: _____

A1 Mortgage Processing Svs., Inc.
P.O. Box 5057, Hudson, FL 34674 - Jason@A1mtgpro.com