MORTGAGE BROKERAGE BUSINESS CONTRACT

(hereinafter called Borrower), employ					
(hereinafter called Business) to obtain the date hereof and acknowledges tha terms or conditions of any loan. How	t Business cannot make loa	ns or commitme	nts or guarantee accep	tance into speci	
L PROPERTY: Address:					
Borrower's estimates of fair market v Borrower's estimates of the balances		oan: \$			
II. TERMS OF LOAN APPLICAT	ION:				
Loan Amount: \$	Interest Rate:	%	Loan Term/Due In:	months	months
Monthly Payment: \$ Loan Type:	Second/Junior Mortg	gage			
III. MORTGAGE BROKERAGE	TOE				
Business, in consideration of the Borro with this loan, agrees to exert its best terms) and conditions set forth herein. from failure to obtain said loan comagrees to pay Business a mortgage broacknowledges that Business may receivengaged Business to obtain in securing of the total loan amount. This addition the total brokerage fee due Business. permitted by the applicable state law.	efforts to obtain a bona fide. The Business and its associ mitment. Borrower hereby okerage fee of \$ we additional compensation the commitment and that Bonal compensation, the exact	e mortgage loan ates or employed agrees to pay for from Lender bas usiness will rece amount of whice	commitment in accordances shall be held harmless the actual costs as est obtaining the committed on the mortgage project a sum in range of the will be disclosed at the commitment of the will be disclosed at the commitment of the	ance with the te as from any liab timated herein ment. Additiona gram and terms % to the time of clos	rms (or better ility resulting and Borrower lly, Borrower Borrower has % ing, is part of
IV. APPLICATION FEE An application fee is charged for the commitment, and will be credited aga refundable Applicable to your cl \$ as an Application F	inst the amount the Borrov osing costs at the time of	ver owes if clos	ing occurs. This fee is	Refundat	ole Non-
V. DEPOSIT					
Business acknowledge the deposit of \$ behalf of Borrower, to pay expenses items listed on Good Faith Estimate default by the Borrower, Business is at The disbursement is not a waiver of a Business as the deposit shall be return (a) the services for which the m (b) the services for which the m brokerage fee but this comm	necessary to secure the more are non-refundable, even in a thorized to immediately distinguished to the Borrower, within to oney is expended are not proney is expended are performed.	rtgage loan com f the mortgage burse from the c s by Borrower, a 60 days of dispo- erformed.	loan commitment is n leposit all sums then du is more fully enumerate sition of the loan, in ac-	incurred by the ot received. In e Business or ared herein. Mone cordance with the	Business for the event of ny third party. ey retained by he following:
VI. SERVICES TO BE PROVIDED In consideration for Business earning a completing credit application for bo ordering vendor reports, preparing and and any incidental services necessary t	ts fee, the services to be proposed to the submitting the completed fi	ovided by Busing application file le for conditiona	ess are: assembling info including verifying o I loan commitment bety	f information in the second se	received and) and lender,
Applicant	Date N	Mortgage Brokerage B	usiness	License #	:
Applicant	Date E	Зу		Date	

Calyx Form - mbbc.frm (11/98) Page 1 of 2

STANDARDS AND DISCLOSURES

COMMITMENT: Brokerage Business hereby agrees to act on behalf of Borrower to secure a mortgage loan commitment. Brokerage Business cannot guarantee acceptance into any particular loan program or promise that any specific loan terms or conditions will be obtained. Receipt of a mortgage loan commitment by Brokerage Business satisfies Brokerage Businesses obligation under the Mortgage Brokerage Business Contract and Good Faith Estimate of Borrower's Costs and the terms of this contract are deemed fulfilled upon receipt of the mortgage loan commitment. Brokerage Business cannot make a mortgage loan or a Mortgage Loan Commitment. A Commitment may, however, be passed through to the Borrower if received from a lender. The term "Commitment" shall mean a written or oral Commitment received by the Brokerage Business, unless otherwise agreed in writing between Brokerage Business and Borrower. Upon demand by the Borrower, the Brokerage Business shall produce for the Borrower's inspection evidence of the mortgage loan commitment.

AGENCY; NON-LIABILITY FOR LENDER'S ACTS: Borrower acknowledges that Brokerage Business is acting as an 'agent' on behalf of the Borrower in securing a mortgage commitment pursuant to this Agreement. Borrower acknowledges that Brokerage Business shall not be responsible for any errors of the Lender or Investor nor for any term or condition of the loan documentation that may be contrary to any or federal law. Brokerage Business shall not be responsible for any nonperformance of a commitment or mortgage by any Lender or Investor.

LITIGATION: In the event of any litigation arising out of this Agreement, Brokerage Business shall be entitled to all costs incurred, including attorney's fees, whether before trial, at trial, on appeal, or in any other administrative or quasi-judicial proceedings.

ADDITIONAL CLAUSES: If not precluded by the provisions of this Agreement, any loan commitment and loan obtained by Brokerage Business may contain such additional clauses or provisions as the Lender may request including but not limited to, nonassumable clauses, late fee clauses and prepayment penalties.

TIME FOR PAYMENT: Unless otherwise agreed between Brokerage Business and Borrower, the mortgage brokerage fee shall be due and payable in full upon delivery to the Borrower of mortgage loan commitment from the Lender or Investor, or may be paid at closing, if agreed to by Brokerage Business.

DECISION: In applying for this loan, Borrower acknowledges that Borrower has reviewed his personal and financial situation and that it is in Borrower's best interest to proceed with the loan. Borrower further acknowledges that Borrower has not relied on the advice of the Mortgage Brokerage Business or its colleagues as to wisdom of doing so.

GOOD FAITH ESTIMATE OF COSTS: The estimated costs stated may be expressed as a range of possible costs and can be charged only when such costs have actually been incurred in connection with securing the loan or loan commitment. Actual costs incurred for items which include, but are not limited to, express mail fees, long distance calls and photographs will be paid by Borrower unless otherwise stated herein.

TITLE: Borrower represents and warrants that he is the fee simple title holder to the property described in this Agreement and there are no liens, judgements, unpaid taxes or mortgages which will effect title to the property except

Borrower agrees to pay all costs necessary to clear any defect if status of the title differs from the representation made herein .

DEFAULT: If commitment is secured and title is not found to be good, marketable and insurable by the attorney or title company acting for the lender, or the Borrower refuses to execute and deliver the documents required by the lender, or in any other way fails to comply with this Agreement, or if for any reason the loan referred to herein cannot be closed through no fault of the Brokerage Business, Borrower acknowledges that the full brokerage fee has been earned by Brokerage Business and agrees to immediately pay same plus any and all costs incurred on Borrower's behalf.

DISCLOSURE: Borrower acknowledges that Brokerage Business has advised him any existing business relationship Brokerage Business has with any vendor. Borrower also acknowledges that Lender may require certain preapproved vendors be used exclusively for services required by this agreement. Brokerage Business has no business relationship with any vendor except as may be listed on attached Provider Relationship form.

SEVERABILITY OF CLAUSES CONTAINED HEREIN: In the event that any part or portion of this Agreement is held invalid or unlawful through any administrative, quasi-judicial, or judicial proceeding, the invalidity or illegality thereof shall not effect the validity of this Agreement as a whole and the other provisions and terms contained herein shall remain in full force and effect as if the illegal or invalid provision had been eliminated.

ADDENDUM TO MORTGAGE BROKERAGE BUSINESS CONTRACT (State of Florida)

ASSIGNMENT: The Agreement may not be assigned by Borrower. Brokerage Business may assign his obligations and fees to any other Licensee or Registrant defined under Chapter 494, Florida Statutes, pursuant to written authorization by the Borrower.

LITIGATION: In the event of any litigation arising out of this Agreement, Brokerage Business shall be entitled to all costs incurred, including attorney's fees, whether before trial, at trial, on appeal, or in any other administrative or quasi-judicial proceedings. The laws of the State of Florida shall apply to any interpretation of or litigation arising under this contract unless otherwise specified by Brokerage Business. Any litigation shall, at Brokerage Businesses option, be maintained in the county where Brokerage Businesses principal place of business is located.

You are entering into a contract with a mortgage brokerage business to obtain a bona fide mortgage loan commitment under the same terms and conditions as stated hereinabove or in a separate executed good faith estimate form. If the mortgage brokerage business obtains a bona fide commitment under the same terms and conditions, you will be obligated to pay the mortgage brokerage business fees, including, but not limited to, a mortgage brokerage fee, even if you choose not to complete the loan transaction. If the provisions of s.494.00421, Florida Statutes, are not met, the mortgage brokerage fee can only be earned upon the funding of the mortgage loan. The borrower may contact the Department of Banking and Finance, Division of Finance, 101 E. Gaines St. Tallahassee, Florida, 32399-0350, regarding any complaints that the borrower may have against the mortgage broker or the mortgage brokerage business. The telephone number of the department as set by rule of the department is 850-488-0357.

Applicant	Date	Applicant	Date	