

Mortgage Broker Fee Agreement and Disclosure

This Mortgage Broker Fee Agreement and Disclosure ("Agreement") is by and between _____, a mortgage broker ("we," "us," "our") and the Borrower(s) who sign(s) below ("you," "your"). This Agreement discloses and governs the overall fees that will be paid to your mortgage broker for the origination of your loan.

OUR SERVICES: A mortgage broker charges fees to arrange a loan from a mortgage lender who will fund the loan. As your mortgage broker, we will assist you in obtaining a loan, but we do not offer the products of all mortgage lenders, and so we cannot guarantee you the lowest price or best loan terms available. Be sure that you understand and are satisfied with the mortgage loan product and terms we arrange for you. By signing below, you request us to arrange a mortgage loan from a mortgage lender and you agree to the fees listed below for our services.

YOUR MORTGAGE LOAN: You are currently applying for a mortgage loan in the amount of \$_____. If your final loan amount is different, then the dollar amount of any fee shown may increase if the loan amount increases, or decrease if the loan amount decreases. The fees in this Agreement are for broker services only and do not include other closing costs or credits from us or other parties for non-broker related services.

BROKER FEES: Our fees may be paid by you directly (Borrower Paid Origination) or indirectly (Lender Paid Origination), but not both. Paying our fees directly versus indirectly may result in a lower interest rate. We have discussed these fee payment options with you. In addition to our fees, estimates of other fees you will pay in connection with your loan will be shown on your Good Faith Estimate ("GFE".) Once your interest rate is locked and your loan amount and terms are finalized, we will be able to tell you the exact amount of all fees.

NOTE: You may not be charged any fee, other than a reasonable credit report fee (if applicable), prior to (i) receiving your GFE from us, (ii) expressing your intent to proceed with the loan transaction and (iii) receiving the initial disclosures from the mortgage lender.

MAXIMUM BROKER COMPENSATION PAID DIRECTLY OR INDIRECTLY: All fees that are paid to us for arranging your loan with a mortgage lender.

Percentage Amount

Minimum Fee Amount:

(Must be completed)

(Must be completed)

(1) In Wisconsin, this fee shall constitute a "broker administration fee." In Iowa, this fee shall constitute a "broker administration fee." In all other states, this fee shall constitute a broker origination fee.

By signing below, you acknowledge that:

- (i) You have received an initial GFE within three(3) business days of the mortgage loan application date and you intend to proceed with the loan transaction;
- (ii) The Agreement has been explained to you and you understand it;
- (iii) You have not been charged any fees, other than a reasonable credit fee (if applicable), prior to entering into this Agreement;
- (iv) You voluntarily enter into this Agreement and agree to the fees above; and
- (v) The fees above are based on current market rates and your current loan request.

If this box is checked, the form has been amended. All amendments must be initialed by borrower, or a new agreement must be completed.

Borrower: _____

Co-Borrower: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Broker Name (please print): _____

Broker Signature: _____

Date: _____