

PROCESSING AGREEMENT

THIS PROCESSING AGREEMENT (This "Agreement") is made and entered into this _____ day of _____, 20____ by and between _____ (Mortgage Broker), a U.S. company hereinafter referred to as "the Broker" and MortgageTek Processing Services, Inc.

RECITALS

WHEREAS, MortgageTek Processing Services, Inc. has substantial experience processing mortgage loan applications and is interested in processing mortgage loan applications and arranging for funding of loans originated by the Broker in accordance with the terms set forth below.

WHEREAS, the Broker is in the business of brokering mortgage loan applications and desires to enter into a contractual arrangement with MortgageTek Processing Services, Inc. pursuant to which MortgageTek Processing Services, Inc. will process the Loans submitted to MortgageTek Processing Services, Inc. by Broker.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Duties of Broker.** Broker shall: (i) take and complete the application for the Loans (the "Application"); (ii) collect the Application fee; (iii) pre-qualify the applicants for the Loans (the "Applicant") DO/LP approval; (iv) pull tri-merge infile credit report; (v) collect W-2's, pay stubs, bank statements, tax returns; (vi) designate which appraiser MortgageTek Processing Services, Inc. shall use and pay such appraiser directly; (vii) complete and timely forward of the initial good faith estimate; (viii) deliver to MortgageTek Processing Services, Inc. within one business day of the Application, (if truth-in-lending is to be prepared by MortgageTek Processing Services, Inc.) the Application together with all other documents and information referenced in this paragraph (collectively, the "Loan File"), to be processed by MortgageTek Processing Services, Inc.

Broker is also responsible for the following: (i) choosing an appropriate investor for MortgageTek Processing Services, Inc. to submit the loan to; (ii) locking in interest rate with the investor and/or requesting a rate extension (MortgageTek will assist on an "as needed" basis); (iii) choosing a title/escrow agency; (iv) verifying accuracy of closing fee sheet; (v) assisting processor with documents needed from borrower when borrower is non-responsive (vi) forwarding all original documentation to MortgageTek Processing Services, Inc. or investor as requested.

2. **Duties of MortgageTek Processing Services, Inc.** MortgageTek Processing Services, Inc. shall, immediately upon receipt of the Loan File via electronically or hard file, begin processing same for closing, which shall include the following: (i) preparation and delivery of Truth-in-Lending disclosures (except for the initial good faith estimate); (ii) ordering verifications of employment, deposit, and rental or mortgage history; credit report updates or full RMCR;(iii) ordering appraisal; (iv) ordering FHA/VA case numbers; (v) ordering title commitment; (vi) verifying data from DO/LP approval provided by Broker; MortgageTek will run DO/LP for broker at a charge of \$50 per hour in addition to normal processing charges(vii) ordering and assembling such other information needed to fully process the Loan; (viii) delivery of the Loan File, fully processed (the "Processed Loan File") to the Lender's investor, as the case may be, for final approval; (ix) scheduling of closing and completion of fee sheet; x) return of "Processed Loan file" accompanied with e:mail transmission of final file.

3. **Contact with Applicant.** MortgageTek Processing Services, Inc. acknowledges that the Applicant is proprietary to the Broker; however, Broker agrees that MortgageTek Processing Services, Inc. may contact and otherwise discuss the respective Loan File with and obtain information from the Applicant.

4. **Fees.** Broker shall pay to MortgageTek Processing Services, Inc. the total amount of \$500.00 for all loan files payable as follows: (i) \$500.00 shall be due and payable at closing, i.e. paid by the closing agent to MortgageTek Processing Services, Inc. ii) Stand alone 2nd mortgages will be charged a processing fee of \$500.00, joint with a 1st mortgage the 2nd mortgage fee will be \$200.00.

If Closing Agent fails to pay MortgageTek Processing Services Inc. or includes MortgageTek Processing Services, Inc. fee in Broker check, Broker shall pay MortgageTek Processing Services, Inc. directly and within seven calendar days of funding.

5. **Additional Expenses Incurred.** MortgageTek Processing Services, Inc. agrees to pay for normal operating expenses involved with processing loan applications for the Broker. If excessive expenses are incurred such as additional submissions to investors in excess of two (2), submission to additional investors will incur a fee of \$50 per submission/and any other unforeseen expenses in connection with processing loan application for the Broker, in most instances the expense can be passed on to the borrower. In the event fees cannot be billed to borrower, MortgageTek Processing Services, Inc. may submit a detailed bill to the Broker for reimbursement within 15 calendar days of receipt for such expenses incurred. The Broker shall pay directly to MortgageTek Processing Services, Inc. \$250.00 plus any incidental charges as mentioned above for all Loan Files, immediately upon cancellation/denial. MortgageTek Processing Services, Inc. shall not be responsible for any incidental charges necessary for processing the Loan File including, without limitation, courier or overnight fees involved in forwarding the Processed Loan File or any other documents to the Company, its investor or any other party. In this regard, Broker shall provide MortgageTek Processing Services, Inc., Broker's Federal Express (or other overnight courier) and same day messenger, billing numbers and hereby authorize MortgageTek Processing Services, Inc. use of same in connection with the processing of the Loan Files. Broker will also obtain Work# for Everyone logins and passwords for employment verifications and allow MortgageTek Processing Services, Inc. to use the same.

6. **Representations and Warranties.** Each party represents to the other that the respective duties and obligations of each party shall be performed in a prompt and professional and prudent manner in accordance with all applicable state and federal regulations, including without limitation, the Real Estate Settlement and Procedures Act of 1974 and the Federal Truth-in-Lending Act. All loan information between parties to this agreement will be confidential and not sold to or discussed with parties outside of this agreement. MortgageTek Processing Services, Inc. further warrants that it will not solicit any of the borrowers whose loan applications are submitted to MortgageTek Processing Services, Inc. for the purpose of obtaining loans for such persons. MortgageTek Processing Services, Inc. will not convey or transfer any loan application to any other brokerage company without specific written permission from the Broker.

7. **Nature of Relationship.** MortgageTek Processing Services, Inc. and Broker acknowledge that at all times they are operating as independent parties. Nothing contained herein shall constitute a partnership or joint venture between MortgageTek Processing Services, Inc. and Broker. Broker acknowledges that MortgageTek Processing Services, Inc. is not an employee of the Broker but operating as an "Independent Contractor". MortgageTek Processing Services, Inc. may, from time to time, fill out order forms on behalf of the Broker in order to secure appraisals, credit reports, verifications of employment, deposit and rent or mortgage history, insurance certificates and other documents necessary to perform its processing obligations. The Broker agrees to accept 100% financial responsibility for any audits conducted by state and federal agencies or claims made by borrower in connection with the Processed Loan File. Mortgage Broker does not assume financial responsibility in the event MortgageTek Processing Services, Inc. is found to have committed fraud on a Processed Loan File.

8. **Termination.** Either party upon 30 days prior written notice may terminate this Agreement. If either party terminates this Agreement, MortgageTek Processing Services, Inc. agrees to promptly deliver to the Broker all Loan Files currently being processed, and all Loan Files which have closed, in exchange for a check for all work performed by MortgageTek Processing Services, Inc. as referenced to in paragraphs 4 and 5 (Fees and Additional Expenses Incurred).

9. **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 representations and warranties or other term or provision of this Agreement.

10. **Binding Effect.** This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successor and assigns.

11. **Notices.** All notices hereunder shall be in writing, shall be deemed given on the date of service if served personally on the party to whom notice is being given, or on the second day after mailing if mailed to party to whom notice is being given by first class mail, return receipt requested, postage prepaid and addressed as follows:

If to MortgageTek Processing Services, Inc. :

MortgageTek Processing Services, Inc.
551 Clover Drive
Algonquin, IL 60102
Telephone #:847-458-6636
Fax #: 847-458-6656
E-Mail: smueller@mortgagetek.org

If to Broker:

Company Name: _____
Address: _____
Telephone#: _____
Fax #: _____
E-Mail: _____

12. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such holding shall not affect the remainder of this Agreement, which shall be enforced to the fullest extent practicable.

13. **Attorney's Fees:** In the event of a dispute concerning the subject matter hereof, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees incurred in litigating or otherwise resulting the dispute.

14. **Time is of the Essence.** Time is of the Essence of this Agreement.

15. **Entire Agreement.** This Agreement expresses the entire understanding of the parties concerning the subject matter hereof and may not be modified or amended except by written notice executed by the parties.

MortgageTek Processing Services, Inc.

By: _____
Sheri A. Mueller, President

Broker:

By: _____
Printed Name: _____
Its: _____
Social Security # _____